B&A Buys & Associates, Inc.
Environmental Consultants

2580 Creekview Road
Moab, Utah 84532
435/719-2018 435/719-2019 Fax

April 7, 2008

Diana Mason
State of Utah
Division of Oil Gas and Mining
P.O. Box 145801
Salt Lake City, Utah 84114-5801

RE: Application for Permit to Drill—XTO Energy, Inc.
BPU 6-13H
2,059' FNL & 1,979' FWL, SE/4 NW/4, Section 13, T11S, R20E, SLB&M, Uintah County, Utah

Dear Diana:

On behalf of XTO Energy, Inc., Buys & Associates, Inc., respectfully submits the enclosed original and one copy of the Application for Permit to Drill (APD) for the above referenced fee surface and mineral vertical well. Included with the APD is the following supplemental information:

Exhibit "A" - Survey plats, layouts and photos of the proposed well site;

Exhibit "B" - Proposed location maps with access and utility corridors;

Exhibit "C" - Production site layout;

Exhibit "D" - Drilling Plan;

Exhibit "E" - Surface Use Plan with APD Certification;

Exhibit "F" - Typical BOP and Choke Manifold diagram;

Exhibit "G" - Surface Use Agreement with Alameda Corporation

Exhibit "H" - Cultural and Paleontological Clearance Reports.

Thank you very much for your timely consideration of this application. Please feel free to contact myself or Ken Secrest of XTO Energy, Inc. at 435-722-4521 if you have any questions or need additional information.

Sincerely,

Don Hamilton

Don Hamilton
Agent for XTO Energy, Inc.

cc: Fluid Mineral Group, BLM—Vernal Field Office
Ken Secrest, XTO Energy, Inc.

RECEIVED
APR 10 2008
DIV. OF OIL, GAS & MINING

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

FORM 3

AMENDED REPORT ☐
(highlight changes)

APPLICATION FOR PERMIT TO DRILL

5. MINERAL LEASE NO: Patented	6. SURFACE: Fee
7. IF INDIAN, ALLOTTEE OR TRIBE NAME: N/A	
8. UNIT or CA AGREEMENT NAME: ~~Big Pack Unit~~	
9. WELL NAME and NUMBER: BPU 6-13H	
10. FIELD AND POOL, OR WILDCAT: undesignated	
11. QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: SENW 13 11S 20E S	
12. COUNTY: Uintah	13. STATE: UTAH

1A. TYPE OF WORK: DRILL ☑ REENTER ☐ DEEPEN ☐

B. TYPE OF WELL: OIL ☐ GAS ☑ OTHER _____ SINGLE ZONE ☐ MULTIPLE ZONE ☑

2. NAME OF OPERATOR: XTO Energy, Inc.

3. ADDRESS OF OPERATOR: PO Box 1360 CITY Roosevelt STATE UT ZIP 84066 PHONE NUMBER: (405) 749-5263

4. LOCATION OF WELL (FOOTAGES)
AT SURFACE: 2,059' FNL & 1,979' FWL, 617233X 4413137Y 39.842064 -109.629411
AT PROPOSED PRODUCING ZONE:

14. DISTANCE IN MILES AND DIRECTION FROM NEAREST TOWN OR POST OFFICE: 15.85 miles south of Ouray, Utah

15. DISTANCE TO NEAREST PROPERTY OR LEASE LINE (FEET)	16. NUMBER OF ACRES IN LEASE:	17. NUMBER OF ACRES ASSIGNED TO THIS WELL:
650'	160	40
18. DISTANCE TO NEAREST WELL (DRILLING, COMPLETED, OR APPLIED FOR) ON THIS LEASE (FEET)	**19. PROPOSED DEPTH:**	**20. BOND DESCRIPTION:**
2,630'	8,825	SITLA Blanket 104312 762
21. ELEVATIONS (SHOW WHETHER DF, RT, GR, ETC.):	**22. APPROXIMATE DATE WORK WILL START:**	**23. ESTIMATED DURATION:**
5,058' GR	6/15/2008	14 days

24. **PROPOSED CASING AND CEMENTING PROGRAM**

SIZE OF HOLE	CASING SIZE, GRADE, AND WEIGHT PER FOOT			SETTING DEPTH	CEMENT TYPE, QUANTITY, YIELD, AND SLURRY WEIGHT
12-1/4"	9-5/8"	J-55 ST	36#	2,200	see Drilling Plan
7-7/8"	5-1/2"	N-80 LT	17#	8,825	see Drilling Plan

25. **ATTACHMENTS**

VERIFY THE FOLLOWING ARE ATTACHED IN ACCORDANCE WITH THE UTAH OIL AND GAS CONSERVATION GENERAL RULES:

☑ WELL PLAT OR MAP PREPARED BY LICENSED SURVEYOR OR ENGINEER
☐ EVIDENCE OF DIVISION OF WATER RIGHTS APPROVAL FOR USE OF WATER
☑ COMPLETE DRILLING PLAN
☐ FORM 5, IF OPERATOR IS PERSON OR COMPANY OTHER THAN THE LEASE OWNER

NAME (PLEASE PRINT) Don Hamilton TITLE Agent for XTO Energy, Inc.

SIGNATURE Don Hamilton DATE 4/7/2008

(This space for State use only)

Approved by the
Utah Division of
Oil, Gas and Mining

RECEIVED
APR 10 2008
DIV. OF OIL, GAS & MINING

API NUMBER ASSIGNED: 43-047-39998

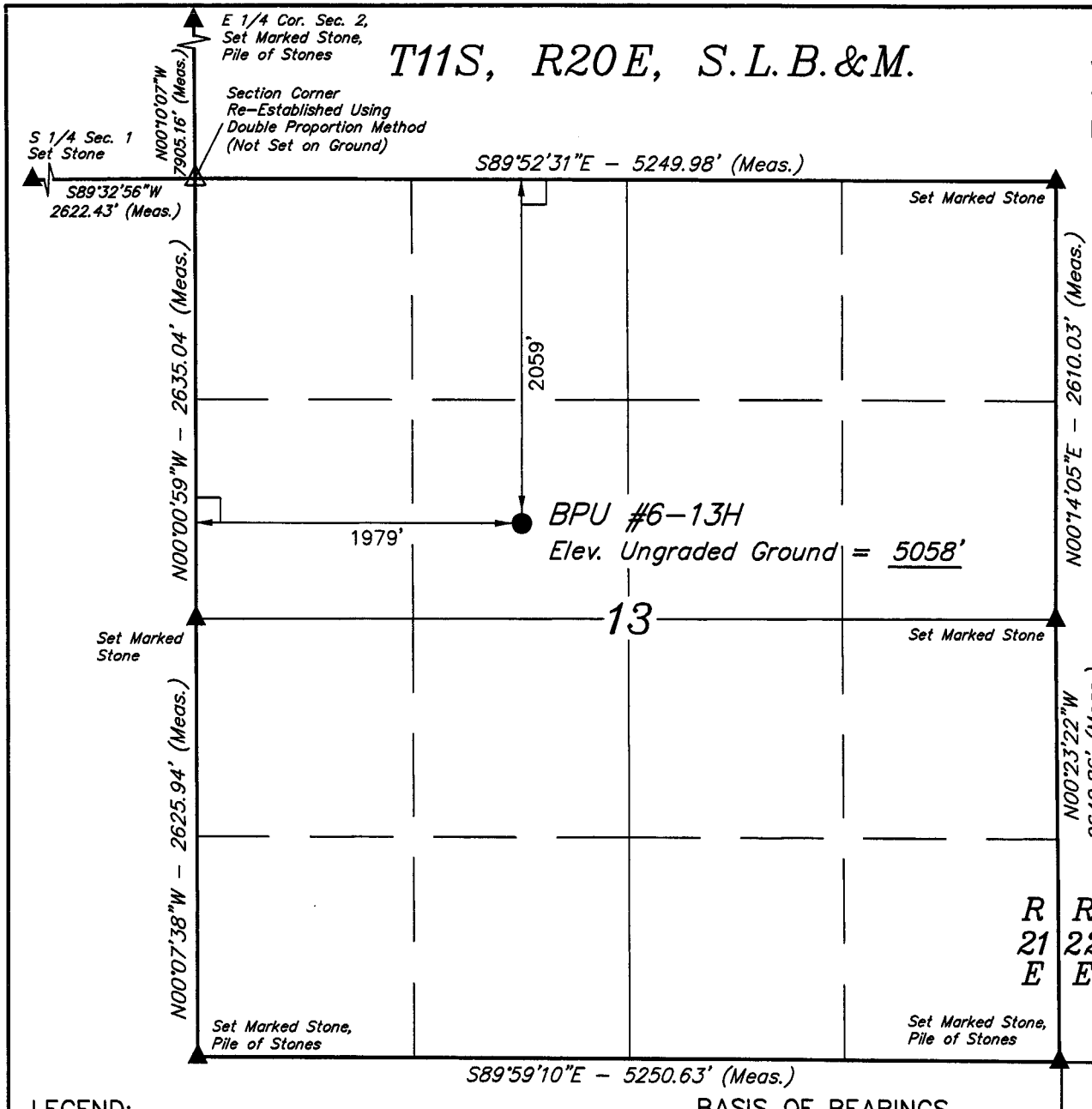
APPROVAL:
Date: 08-05-08
By: _____

(See Instructions on Reverse Side)

(11/2001)

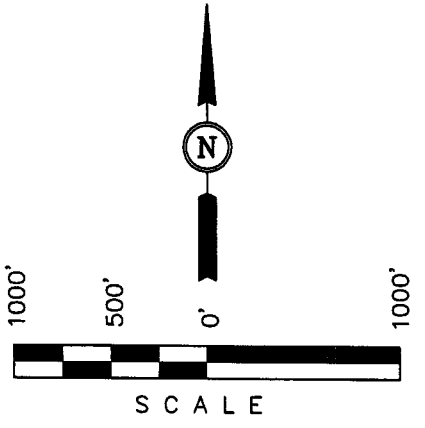
XTO ENERGY, INC.

Well location, BPU #6-13H, located as shown in the SE 1/4 NW 1/4 of Section 13, T11S, R20E, S.L.B.&M., Uintah County, Utah.



BASIS OF ELEVATION

SPOT ELEVATION AT THE SOUTHWEST CORNER OF SECTION 20, T10S, R20E, S.L.B.&M. TAKEN FROM THE BIG PACK MTN. NW QUADRANGLE, UTAH, UINTAH COUNTY, 7.5 MINUTE QUAD. (TOPOGRAPHIC MAP)PUBLISHED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, GEOLOGICAL SURVEY. SAID ELEVATION IS MARKED AS BEING 5251 FEET.



CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR
REGISTRATION NO. 161319
STATE OF UTAH

Revised 3-25-08 D.P.

LEGEND:

- └ = 90° SYMBOL
- ● = PROPOSED WELL HEAD.
- ▲ = SECTION CORNERS LOCATED.
- △ = SECTION CORNERS RE-ESTABLISHED. BY DOUBLE PROPORTION METHOD. (Not Set On Ground)

BASIS OF BEARINGS

BASIS OF BEARINGS IS A G.P.S. OBSERVATION.

(NAD 83)
LATITUDE = 39°51'43.24" (39.862011)
LONGITUDE = 109°37'48.10" (109.630028)
(NAD 27)
LATITUDE = 39°51'43.36" (39.862044)
LONGITUDE = 109°37'45.62" (109.629339)

UINTAH ENGINEERING & LAND SURVEYING
85 SOUTH 200 EAST - VERNAL, UTAH 84078
(435) 789-1017

SCALE	DATE SURVEYED:	DATE DRAWN:
1" = 1000'	04-25-07	5-02-07
PARTY: B.B. T.Y. C.H.	REFERENCES: G.L.O. PLAT	
WEATHER: WARM	FILE: XTO ENERGY, INC.	

XTO ENERGY

COVER SHEET FOR ALL FEDERAL APDs

Dear BLM Office:

Re: Fiscal Year 2008 Consolidated Appropriations Act

Please charge the $4000 APD fee to the credit card XTO has provided to the BLM office and send the receipt to:

Brenda Waller
XTO Energy, Inc.
382 Road 3100
Aztec, NM 87410

Please contact me if anything further is needed at 505-215-0027.

Sincerely,

XTO Energy, Inc.

Brenda Waller

Brenda Waller
Manager of Regulatory Compliance

DRILLING PLAN

BPU 6-13H
March 28, 2008

Location: 2059' FNL & 1979' FWL, Sec. 13, T11S,RR20E **County**: Uintah **State**: Utah

GREATEST PROJECTED TD: 8825' MD OBJECTIVE: Wasatch/Mesaverde
APPROX GR ELEV: 5058' Est KB ELEV: 5072' (14' AGL)

1. MUD PROGRAM:

INTERVAL	0' to 2200'	2200' to 8825'
HOLE SIZE	12.25"	7.875"
MUD TYPE	FW/Spud Mud	KCl Based LSND / Gel Chemical
WEIGHT	8.4	8.6-9.20
VISCOSITY	NC	30-60
WATER LOSS	NC	8-15

Remarks: Use fibrous materials as needed to control seepage and lost circulation. Pump high viscosity sweeps as needed for hole cleaning. Raise viscosity at TD for logging. Reduce viscosity after logging for cementing purposes. The mud system will be monitored visually/manually.

2. CASING PROGRAM:

Surface Casing: 9.625" casing set at ± 2200' in a 12.25" hole filled with 8.4 ppg mud

Interval	Length	Wt	Gr	Cplg	Coll Rating (psi)	Burst Rating (psi)	Jt Str (M-lbs)	ID (in)	Drift (in)	SF Coll	SF Burst	SF Ten
0'-2200'	2200'	36#	J-55	ST&C	2020	3.66	394	8.921	8.765	2.10	3.66	4.97

Production Casing: 5.5" casing set at ±8825' in a 7.875" hole filled with 9.2 ppg mud.

Interval	Length	Wt	Gr	Cplg	Coll Rating (psi)	Burst Rating (psi)	Jt Str (M-lbs)	ID (in)	Drift (in)	SF Coll	SF Burst	SF Ten
0'-8825'	8825'	17#	N-80	LT&C	6280	7740	348	4.892	4.767	1.88	2.32	2.32

Collapse and burst loads calculated at TVD with 0.1 psi/ft gas gradient back up.

3. WELLHEAD:

A. Casing Head: Larkin Fig 92 (or equivalent), 9" nominal, 2,000 psig WP (4,000 psig test) with 9-5/8" 8rnd thread on bottom (or slip-on, weld-on) and 11-3/4" 8rnd thread on top.
B. Tubing Head: Larkin Fig 612 (or equivalent), 6.456" nominal, 5,000 psig WP, 5-1/2" 8rnd female thread on bottom (or slip-on, weld-on), 8-5/8" 8rnd thread on top.

4. CEMENT PROGRAM:

A. Surface: 9.625", 36#, J-55, ST&C casing to be set at ±2200' in 12.25" hole.

LEAD:
±185 sx of Type V cement (or equivalent) typically containing accelerator and LCM mixed at 11.0 ppg, 3.82 cu. ft./sk.

TAIL:
225 sx of Class G (or equivalent) typically containing accelerator and LCM mixed at 15.8 ppg, 1.15 cu. ft./sk.

Total estimated slurry volume for the 9.625" surface casing is 956.5 ft^3. Slurry includes 35% excess of calculated open hole annular volume to 2200'.

B. Production: 5.5", 17#, N-80 (or equiv.), LT&C casing to be set at ±8825' in 7.875" hole.

LEAD:
±446 sx of Premium Plus V Blend. (Type V/Poz/Gel) or equivalent, with dispersant, fluid loss, accelerator, & LCM mixed at 11.6 ppg, 3.12 ft^3/sk, 17.71 gal wtr/sx.

TAIL:
300 sx Class G or equivalent cement with poz, bonding additive, LCM, dispersant, & fluid loss mixed at 13.0 ppg, 1.75 cuft/sx, 9.09 gal/sx.

Total estimated slurry volume for the 5.5" production casing is 1918 ft^3. Slurry includes 15% excess of calculated open hole annular volume.

Note: The slurry design may change slightly based upon actual conditions. Final cement volumes will be determined from the caliper logs plus 15% or greater excess. The cement is designed to circulate on surface and intermediate casing strings.

5. LOGGING PROGRAM:

A. Mud Logger: The mud logger will come on at intermediate casing point and will remain on the hole until TD. The mud will be logged in 10' intervals.

B. Open Hole Logs as follows: Run Array Induction/SFL/GR/SP fr/TD (8825') to the bottom of the surface csg. Run Neutron/Lithodensity/Pe/GR/Cal from TD (8825') to 2200'.

6. FORMATION TOPS:

FORMATION	Sub-Sea Elev. (@SHL)	TVD (@SHL)
Green River	4795	282
Mahogany Bench Mbr.	4050	1,027
Wasatch Tongue	2,120	2,957
Green River Tongue	1,800	3,277
Wasatch*	1,655	3,422
Chapita Wells*	745	4,332
Uteland Buttes	-200	5,277
Mesaverde*	-950	6,027
Castlegate	N/A	N/A
TD**	**-3,748**	**8,825**

* *Primary Objective*

7. ANTICIPATED OIL, GAS, & WATER ZONES:

A.

Formation	Expected Fluids	Well Depth Top
Green River	Water/Oil Shale	282
Mahogoany Bench Mbr.	Water/Oil Shale	1,027
Wasatch Tongue	Oil/Gas/Water	2,957
Green River Tongue	Oil/Gas/Water	3,277
Wasatch*	Gas/Water	3,422
Chapita Wells*	Gas/Water	4,332
Uteland Buttes	Gas/Water	5,277
Mesaverde*	Gas/Water	6,027
Castlegate	Gas/Water	N/A

B. Appropriately weighted mud will be used to isolate potential gas, oil, and water zones until such time as casing can be cemented into place for zonal isolation.
C. There are no known potential sources of H_2S.
D. Expected bottom hole pressures are between 4100 psi and 4600 psi.
E. Base of Moderately Saline Water (USGS) at 3437'.

8. BOP EQUIPMENT:

Surface will not utilize a bop stack.

Production hole will be drilled with a 3000 psi BOP stack.

Minimum specifications for pressure control equipment are as follows:

Ram Type: 11" Hydraulic double ram with annular, 3000 psi w.p.

Ram type preventers and associated equipment shall be tested to approved stack working pressure if isolated by test plug or to 70% of internal yield pressure of casing. Pressure shall be maintained for at least 10 minutes or until requirements of test are met, whichever is longer. If a test plug is utilized, no bleed-off pressure is acceptable. For a test not utilizing a test plug, if a decline in pressure of more than 10% in 30 minutes occurs, the test shall be considered to have failed. Valve on casing head below test plug shall be open during test of BOP stack.

Annular type preventers (if used) shall be tested to 50% of rated working pressure. Pressure shall be maintained at least 10 minutes or until provisions of test are met, whichever is longer.

As a minimum, the above test shall be performed:

a. when initially installed:

b. whenever any seal subject to test pressure is broken

c. following related repairs: and

d. at 30 day intervals

Valves shall be tested from working pressure side during BOPE tests with all down stream valves open.

When testing the kill line valve(s) shall be held open or the ball removed.

Annular preventers (if used) shall be functionally operated at least weekly.

Pipe and blind rams shall be activated each trip, however, this function need not be performed more than once a day.

A BOPE pit level drill shall be conducted weekly for each drilling crew.

The BOP and related equipment shall meet the minimum requirements of Onshore Oil and Gas Order No.2 for equipment and testing requirements, procedures, etc., and individual components shall be operable as designed. Chart recorders shall be used for all pressure tests. Pressure tests shall apply to all related well control equipment.

BOP systems shall be consistent with API RP53. Pressure tests will be conducted before drilling out from under casing strings which have been set and cemented in place. Test pressures for BOP equipment are as follows:

Annular BOP -- 1500 psi
Ram type BOP -- 3000 psi
Kill line valves -- 3000 psi
Choke line valves and choke manifold valves -- 3000 psi
Chokes -- 3000 psi
Casing, casinghead & weld -- 1500 psi
Upper kelly cock and safety valve -- 3000 psi
Dart valve -- 3000 psi

Blowout preventer controls will be installed prior to drilling the surface casing plug and will remain in use until the well is completed or abandoned. Preventers will be inspected and operated at least daily to ensure good mechanical working order, and this inspection will be recorded on the daily drilling report. Preventers will be pressure tested before drilling casing cement plugs.

The BLM in Vernal, UT shall be notified, at least 24 hours prior to initiating the pressure test, in order to have a BLM representative on location during pressure testing.

a. The size and rating of the BOP stack is shown on the attached diagram.

b. A choke line and a kill line are to be properly installed.

c. The accumulator system shall have a pressure capacity to provide for repeated operation of hydraulic preventers.

d. Drill string safety valve(s), to fit all tools in the drill string, are to be maintained on the rig floor while drilling operations are in progress.

e. See attached BOP & Choke manifold diagrams.

9. COMPANY PERSONNEL:

Name	Title	Office Phone	Home Phone
John Egelston	Drilling Engineer	505-333-3163	505-330-6902
Bobby Jackson	Drilling Superintendent	505-333-3224	505-486-4706
Glen Christiansen	Project Geologist	817-885-2800	

SURFACE USE PLAN

Name of Operator:	XTO Energy, Inc.
Address:	P.O. Box 1360; 978 North Crescent Roosevelt, Utah 84066
Well Location:	BPU 6-13H 2,059' FNL & 1,979' FWL, SE/4 NW/4, Section 13, T11S, R20E, SLB&M, Uintah County, Utah

The surface owner or surface owner representative and dirt contractor will be provided with an approved copy of the surface use plan of operations and approved conditions of approval before initiating construction.

The onsite inspection for the referenced well is pending at this time.

1. Location of Existing Roads:

   a. The proposed well site is located approximately 15.85 miles south of Ouray, Utah.

   b. Directions to the proposed well site have been attached at the end of Exhibit B.

   c. The use of roads under State and County Road Department maintenance are necessary to access the Big Pack Unit area. However, no upgrades to the State or County Road system are proposed at this time.

   d. A Uintah County Road department encroachment will be needed prior to constructing the new approach from the Uintah County maintained Willow Creek Road.

   e. All existing roads will be maintained and kept in good repair during all phases of operation.

   e. Vehicle operators will obey posted speed restrictions and observe safe speeds commensurate with road and weather conditions.

   f. Since no improvements are anticipated to the State, County, Tribal or BLM access roads no topsoil striping will occur.

   g. A fee surface use agreement is presently in place and attached for the access road and utility corridor to the proposed wellsite.

2. Planned Access Roads:

a. From the existing Uintah County maintained Class B Willow Creek Road a new access is proposed trending southwest approximately 0.2 miles along new disturbance to the proposed well site. The access crosses no significant drainages but does cross existing irrigation ditches that will require culverts.

b. A road design plan is not anticipated at this time.

c. The proposed access road will consist of a 24' travel surface within a 30' disturbed area across entirely Alameda surface.

d. DOGM approval to construct and utilize the proposed access road is requested with this application.

e. A maximum grade of 10% will be maintained throughout the project.

f. No turnouts are proposed since adequate site distance exists in all directions.

g. No low-water crossings and two culverts are anticipated where the access road leaves the county road surface and crosses two irrigation ditches. Adequate drainage structures will be incorporated into the road.

h. No surfacing material will come from federal or Indian lands.

i. No gates or cattle guards are anticipated at this time.

j. Surface disturbance and vehicular travel will be limited to the approved location access road.

k. The operator will be responsible for all maintenance of the access road including drainage structures.

3. Location of Existing Wells:

a. Exhibit B has a map reflecting these wells within a one mile radius of the proposed well.

4. Location of Existing and/or Proposed Production Facilities:

a. All permanent structures will be painted a flat, non-reflective Covert Green /Carlsbad Canyon to match the standard environmental colors. All facilities will be painted within six months of installation. Facilities required to comply with the Occupational Safety and Health Act (OSHA) may be excluded.

b. Site security guidelines identified in 43 CFR 3163.7-5 and Onshore Oil and Gas Order No. 3 will be adhered to.

c. A gas meter run will be constructed and located on lease within 500 feet of the wellhead. Meter runs will be housed and/or fenced. All gas production and measurement shall comply with the provisions of 43 CFR 3162. 7-3, Onshore Oil and Gas Order No. 5, and American Gas Association (AGA) Report No. 3.

d. A tank battery will be constructed on this lease, it will be surrounded by a dike of sufficient capacity to contain the storage capacity of the largest tank. All loading lines and valves will be placed inside the berm surrounding the tank battery. All liquid hydrocarbons production and measurement shall conform to the provisions of 43 CFR 3162.7-3 and Onshore Oil and Gas Order No. 4 and Onshore Oil and Gas Order No. 5

for natural gas production and measurement.

e. Any necessary pits will be properly fenced to prevent any wildlife and livestock entry.

f. All access roads will be maintained as necessary to prevent erosion and accommodate year-round traffic. The road will be maintained in a safe useable condition.

g. The site will require periodic maintenance to ensure that drainages are kept open and free of debris, ice, and snow, and that surfaces are properly treated to reduce erosion, fugitive dust, and impacts to adjacent areas.

h. A pipeline corridor containing a single steel gas pipeline and a single steel or poly pipe water pipeline is associated with this application and is being applied for at this time. The proposed pipeline corridor will leave the northwest side of the well site and traverse 3,159' north to the existing LCU 14-12H / LCU 15-12H pipeline corridor.

i. XTO Energy, Inc. also requests permission to upgrade the existing pipeline corridor to contain a single steel gas pipeline and a single steel or poly pipe water pipeline within the previously approved pipeline corridor and traverse between the LCU 14-12H / LCU 15-12H and the LCU Trunk Line along the previously approved route.

j. The new and upgraded segments of the gas pipeline will be a 12" or less buried line and the water pipeline will be a 12" or less buried line within a 45' wide disturbed pipeline corridor.

k. Construction of the pipeline corridor will temporarily utilize the 30' disturbed width for the road for a total disturbed width of 75' for the road and pipeline corridors. The use of the proposed well site and access roads will facilitate the staging of the pipeline corridor construction.

l. XTO Energy, Inc. intends to bury the pipeline where possible and connect the pipeline together utilizing conventional welding technology.

5. Location and Type of Water Supply:

a. No water supply pipelines will be laid for this well.

b. No water well will be drilled for this well.

c. Drilling water for this will be hauled on the road(s) shown in Exhibit B.

d. Water will be hauled from one of the following sources:
   - Water Permit # 43-10991, Section 9, T8S, R20E;
   - Water Permit #43-2189, Section 33, T8S, R20E;
   - Water Permit #49-2158, Section 33, T8S, R20E;
   - Water Permit #49-2262, Section 33, T8S, R20E;
   - Water Permit #49-1645, Section 5, T9S, R22E;
   - Water Permit #43-9077, Section 32, T6S, R20E;
   - Tribal Resolution 06-183, Section 22, T10S, R20E;

6. Source of Construction Material:

a. The use of materials will conform to 43 CFR 3610.2-3.

b. No construction materials will be removed from Ute Tribal or BLM lands.

c. If any gravel is used, it will be obtained from a state approved gravel pit.

7. Methods of Handling Waste:

a. All wastes associated with this application will be contained and disposed of utilizing approved facilities.

b. Drill cuttings will be contained and buried on site.

c. The reserve pit will be located outboard of the location and along the southwest side of the pad.

d. The reserve pit will be constructed so as not to leak, break, or allow any discharge.

e. The reserve pit will be lined with 16 mil minimum thickness plastic nylon reinforced liner material. The liner will overlay a felt liner pad only if rock is encountered during excavation. The pit liner will overlap the pit walls and be covered with dirt and/or rocks to hold it in place. No trash, scrap pipe, etc., that could puncture the liner will be disposed of in the pit. Pit walls will be sloped no greater than 2:1. A minimum 2-foot freeboard will be maintained in the pit at all times during the drilling and completion operation.

f. The reserve pit has been located in cut material. Three sides of the reserve pit will be fenced before drilling starts. The fourth side will be fenced as soon as drilling is completed, and shall remain until the pit is dry. After the reserve pit has dried, all areas not needed for production will be rehabilitated.

g. No chemicals subject to reporting under SARA Title III (hazardous materials) in an amount greater than 10,000 pounds will be used, produced, stored, transported, or disposed of annually in association with the drilling, testing, or completion of the well. Furthermore, no extremely hazardous substances, as defined in 40 CFR 355, in threshold planning quantities, will be used, produced, stored, transported, or disposed of in association with the drilling, testing, or completion of the well.

h. Trash will be contained in a trash cage and hauled away to an approved disposal site as necessary but no later than at the completion of drilling operations. The contents of the trash container will be hauled off periodically to the approved Uintah County Landfill near Vernal, Utah.

i. Produced fluids from the well other than water will be produced into a test tank until such time as construction of production facilities is completed. Any spills of oil, gas, salt water or other produced fluids will be cleaned up and removed.

j. After initial clean-up, a 400 bbl tank will be installed to contain produced waste water. This water will be transported from the tank to an approved XTO Energy, Inc. disposal well for disposal.

k. Produced water from the production well will be disposed of at the RBU 13-11F or RBU 16-19F disposal wells in accordance with Onshore Order #7.

l. Any salts and/or chemicals, which are an integral part of the drilling system, will be disposed of in the same manner as the drilling fluid.

m. Sanitary facilities will be on site at all times during operations. Sewage will be placed in a portable chemical toilet and the toilet replaced periodically utilizing a licensed contractor to transport by truck the portable chemical toilet so that its contents can be delivered to the Vernal Wastewater Treatment Facility in accordance with state and county regulations.

8. Ancillary Facilities:

a. Garbage Containers and Portable Toilets are the only ancillary facilities proposed in this application.

b. No camps, airstrips or staging areas are proposed with this application.

9. Well Site Layout: (See Exhibit B)

a. The well will be properly identified in accordance with 43 CFR 3162.6.

b. Access to the well pad will be from the northeast.

c. The pad and road designs are consistent with DOGM specification

d. A pre-construction meeting with responsible company representative, contractors, and the landowner representative will be conducted at the project site prior to commencement of surface-disturbing activities. The pad and road will be construction-staked prior to this meeting.

e. The pad has been staked at its maximum size; however it will be constructed smaller if possible, depending upon rig availability. Should the layout change, this application will be amended and approved utilizing a sundry notice.

f. All surface disturbing activities, will be supervised by a qualified, responsible company representative who is aware of the terms and conditions of the APD and specifications in the approved plans.

g. All cut and fill slopes will be such that stability can be maintained for the life of the activity.

h. Diversion ditches will be constructed as shown around the well site to prevent surface waters form entering the well site area.

i. The site surface will be graded to drain away from the pit to avoid pit spillage during large storm events.

j. The stockpiled topsoil (first 6 inches or maximum available) will be stored in a windrow on the uphill side of the location to prevent any possible contamination. All topsoil will be stockpiled for reclamation in such a way as to prevent soil loss and contamination.

k. Pits will remain fenced until site cleanup.

l. The blooie line will be located at least 100 feet from the well head.

m. Water injection may be implemented if necessary to minimize the amount of fugitive dust.

10. Plans for Restoration of the Surface (Interim Reclamation and Final Reclamation):

a. Site reclamation for a producing well will be accomplished for portions of the site not required for the continued operation of the well.

b. Upon well completion, any hydrocarbons in the pit shall be removed in accordance with DOGM requirements. Once the reserve pit is dry, the plastic nylon reinforced liner shall be torn and perforated before backfilling of the reserve pit. The reserve pit and that portion of the location not needed for production facilities/operations will be re-contoured to the approximate natural contours.

c. Following Best Management Practices the interim reclamation will be completed within 90 days of completion of the well to reestablish vegetation, reduce dust and erosion and compliment the visual resources of the area.
    a. All equipment and debris will be removed from the area proposed for interim reclamation and the pit area will be backfilled and re-contoured.
    b. The area outside of the rig anchors and other disturbed areas not needed for the operation of the well will be re-contoured to blend with the surrounding area and reseeded as requested by the landowner.
    c. Reclaimed areas receiving incidental disturbance during the life of the producing well will be re-contoured and reseeded as soon as practical.

d. The Operator will control noxious weeds along access road use authorizations, pipeline route authorizations, well sites, or other applicable facilities by spraying or mechanical removal. A list of noxious weeds may be obtained from the BLM or the appropriate County Extension Office.

e. Prior to final abandonment of the site, all disturbed areas, including the access road, will be scarified and left with a rough surface. The site will then be seeded and/or planted as prescribed by the landowner.

11. Surface and Mineral Ownership:

a. Surface Ownership – Fee surface; owned by: Alameda Corp. 13.67%, O.S. Wyatt Jr. 86.33 James R. Eltzroth P.O. Box 270780, Corpus Christi TX, 78471. The landowner contact is George Jackson who can be reached at 435-828-4158.

b. Mineral Ownership – Fee surface; owned by: Alameda Corp. 13.67%, O.S. Wyatt Jr. 86.33 James R. Eltzroth P.O. Box 270780, Corpus Christi TX, 78471. The landowner contact is George Jackson who can be reached at 435-828-4158.

12. Other Information:

a. Operators Contact Information:

Title	Name	Office Phone	Mobile Phone	e-mail
Company Rep.	Ken Secrest	435-722-4521	435-828-1450	Ken_Secrest@xtoenergy.com
Agent	Don Hamilton	435-719-2018	435-719-2018	starpoint@etv.net

b. Buys & Associates, Inc. has conducted a Class III archeological survey. A copy of the report is attached and has also been submitted under separate cover to the appropriate agencies by Buys & Associates, Inc.

c. Alden Hamblin has conducted a paleontological survey. A copy of the report is attached and has also been submitted under separate cover to the appropriate agencies by Alden Hamblin.

Certification:

I hereby certify that I, or someone under my direct supervision, have inspected the drill site and access route proposed herein; that I am familiar with the conditions which currently exists; that I have full knowledge of state and Federal laws applicable to this operation; that the statements made in this APD package are, to the best of my knowledge, true and correct; and that the work associated with the operations proposed herein will be performed in conformity with this APD package and the terms and conditions under which it is approved. I also certify that I, or the company I represent, am responsible for the operations conducted under this application and that bond coverage is provided under XTO Energy, Inc's Fee bond104312-762.

Executed this 7th day of April, 2008.

Don Hamilton

Don Hamilton -- Agent for XTO Energy, Inc.
2580 Creekview Road
Moab, Utah 84532

435-719-2018
starpoint@etv.net

LCU 6-13 H
· well
· road
· pipe

WELL-SITE SURFACE USE AGREEMENT

THIS WELL-SITE SURFACE USE AGREEMENT (**"Agreement"**) is entered into this 1st day of July, 2007, by and between Oscar S. Wyatt, Jr. whose mailing address is 8 Greenway Plaza, Suite 930, Houston, Texas 77046 and Alameda Corporation whose mailing address is 8 Greenway Plaza, Suite 930, Houston, TX 77046 (**"Grantors"**), and ~~Dominion Exploration and Production, Inc.~~ XTO Energy, Inc. (**"Grantee"**), with offices at 14000 Quail Springs Parkway, #600 Oklahoma City, OK 73134-2600.

Recitals

A. Grantors are the fee simple owners of record title of the surface estate in the following described lands in Uintah County, Utah:

Township 11 South, Range 20 East, S.L.M.

Section 13: SE¼NW¼

(containing 40.00 acres, more or less)

(**"Section 13 Lands"**); and

B. Grantee is in the business of exploring for, developing, producing, and processing natural gas, oil, and associated hydrocarbons; and,

C. Grantee has acquired rights to the oil and gas estate underlying the Section 13 Lands from the United States, owner of the mineral estate; and,

D. Grantee is the operator of the LCU 6-13H Well to be drilled in the Section 13 Lands (the **"Well"**); and,

E. Grantee desires to construct, operate, and maintain a well-site for the Well on the Section 13 Lands; and,

F. With this Agreement, Grantee and the Grantors desire to establish terms for surface damages that may result from Dominion's construction, operation, and maintenance of the well-site on the Section 13 Lands.

NOW THEREFORE, for and in consideration of the sum of Ten Thousand Dollars ($10,000.00), and other good and valuable consideration, Grantors grant to Grantee and its successors and assigns, rights to construct, operate, and maintain a well-site (**"Well-Site"**) on and over the Section 13 Lands, depicted and described on the plat attached hereto as Exhibit A, and incorporated into this Agreement by reference. Said Well-Site shall conform substantially to the proposed approximate 3.896 acre, rectangular location described on the attached Exhibit A.

1. **Access and Use.** Grantors acknowledge Grantee's right of access on and over the surface estate in the Section 13 Lands and such surface use as is reasonably necessary to explore for and produce oil, gas, and associated hydrocarbons, as defined by Utah law. Grantors further acknowledge that Grantee is entitled to use the Well-Site for all drilling, testing, and completion operations, including, but not limited to the use of reserve pits, construction, installation, and maintenance of production equipment and facilities such as flow lines, gas gathering lines, separators, tank batteries, and other equipment or facilities necessary or convenient to the production, transportation, and sale of oil, gas, and other materials produced by or used for production of oil or gas from the Section 13 Lands.

2. **Compensation for Well-Site.** Grantee shall pay to Grantors at the time of the signing of this Agreement the sum of $10,000.00 for the Well-Site which includes damages to the surface estate resulting from its construction and use. The foregoing compensation includes all sums to be paid for damages to the surface estate resulting from the exercise of rights herein granted.

3. **Term of Grant.** Rights granted by this Agreement shall continue so long as Grantee, its successors or assigns, are actively engaged in operations on the Section 13 Lands, or until written surrender of such rights by Grantee, its successors or assigns, whichever is the earlier. Grantee shall have the authority to surrender separately any part of the Section 13 Lands, in which event, the surrendered portion of the Section 13 Lands shall no longer be subject to this Agreement.

4. **Right of Occupancy.** Grantors hereby grant to Grantee the right of immediate occupancy of the Well-Site, to the extent not heretofore granted, as shall be reasonably necessary for these purposes under this Agreement.

5. **Assignment of Rights.** All rights and obligations under this Agreement shall run with the Section 13 Lands and shall inure to the benefit of and be binding upon the heirs, successors, or assigns of each party.

6. **Indemnification.** Grantee and its agents, subcontractors and agents hereby agree to indemnify and hold Grantors, its employees, heirs, agents, lawyers and assigns harmless of, from and against all liabilities, claims, damages, losses, liens, fines, penalties, costs, causes of action, suits, judgments and expenses (including without limitation court costs, attorneys' fees and paralegal fees, fees and costs of expert witnesses and costs of investigation) of any nature, kind or description or any person or entity (including but not limited to deaths of or injuries to employees of Grantee and its contractors, agents and employees or any other persons, including all third persons whatsoever), or damages to property, directly or indirectly, proximately or remotely, arising out of, caused by or resulting from, in whole or part from: (a) the present or future condition, state of repair or defect of Grantors' property and/or improvements thereto, whether latent or visible, known or unknown, (b) any act or omission (whether negligent or not) of Grantee or its employees, contractors or their employees or anyone that they control or exercise control over or any other person entering upon Grantors' property

under or with the express or implied invitation of Grantee, (c) any breach, violation of this Agreement or (d) the use of or occupancy of the property even if and including if any such liabilities arise from or are attributable to, in whole or in part, to Grantors' negligence or strict liability. In case any action or proceeding is brought against Grantors by third parties resulting from Grantee's activities on the property, upon notice, Grantee agrees to defend Grantors in such action or proceeding.

7. **Notices and Payment**. Notices shall be in writing and shall be given by certified or registered mail to Dominion, Oscar S. Wyatt, Jr., and Alameda Corporation at the following addresses:

XTO Energy, Inc.
810 Houston St.
Fort Worth, TX 76102-6298
Attn: Mr. Shannon Nichols

~~Dominion Exploration and Production, Inc.~~
~~14000 Quail Springs Parkway, # 600~~
~~Oklahoma City, OK 73134-2600~~
~~Attention: Mr. Russell R. Waters~~

Oscar S. Wyatt, Jr.
3355 West Alabama
Houston, TX 77098

Alameda Corporation
3355 West Alabama
Houston, TX 77098

or to such address as the party may designate to the other in writing not less than thirty days before that event which triggers notices. Notices shall be effective the third day after the date of mailing, postage prepaid.

8. **Ownership of Fences, Gates, and Improvements upon Termination**. Any fences, gates or other improvements constructed by Grantee on the Section 13 Lands except the well-site equipment shall become the Grantors' property upon termination of this Agreement.

9. **Rehabilitation and Restoration**. The Well-Site constructed by Grantee shall be restored as near as possible to its original condition and reseeded with native grasses upon abandonment of the Well in accordance with acceptable industry practices and in compliance with all applicable laws and regulations in effect at the time of restoration. Provided however, that Grantors may at their option elect to have Grantee (or its successor) leave the Well-Site, or any respective portion or segment thereof in an unrestored or partially restored state, with the understanding that Grantors shall then assume responsibility for any restoration thereafter required by law.

10. **Governing Law**. The laws of the State of Utah shall control the rights of the parties under this Agreement.

11. **Modifications.** This Agreement may not be amended or modified, except by a written instrument to such effect signed by the parties.

12. **Confidentiality and Recording.** The financial terms of this Agreement shall remain confidential as between the parties. Grantee, at its option, may record in Uintah County or submit to regulatory agencies having jurisdiction over oil and gas operations, a memorandum of agreement containing essential elements of the Agreement to give constructive notice of its rights or to comply with regulatory requirements for evidence of an agreement with Grantors. However, in no event shall the financial terms be recorded or divulged to third parties, except as a legitimate purchaser or transferee.

13. **Waiver**. By signing this Agreement, neither party waives its statutory and common law rights to occupancy and enjoyment of their respective estates, except as expressly provided in this Agreement with regard to the Well-Site.

14. **Further Waiver.** Failure of either party hereto to enforce any provision of this Agreement at any time shall not be construed as a waiver of such provision or of any other provision of this Agreement.

15. **Severability.** If any provision if this Agreement is held invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

16. **Attorneys' Fees.** In the event that any party hereto brings any action to enforce or interpret the provisions of this Agreement, the prevailing party in such action, as determined by the court, shall be awarded from the non-prevailing party all of its costs and attorneys' fees incurred in connection with such action, including all costs and attorneys' fees associated with any appeals.

17. **Entire Agreement.** This Agreement, together with the attached Exhibit A, constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes any prior agreements and understandings between the parties.

18. **Counterparts**. This Agreement may be executed in counterparts. Each counterpart shall constitute an original and all counterparts together shall constitute one and the same document.

Rest of page left blank intentionally

Dated this 1st day of July, 2007.

XTO Energy Inc.
~~Dominion Exploration and Production, Inc.~~

By _____

Its _____

Alameda Corporation

By M. J. Lynch

Its President

Oscar S. Wyatt, Jr.

By Oscar S. Wyatt Jr

ACKNOWLEDGMENTS

~~STATE OF OKLAHOMA)~~
) ss.
COUNTY OF OKLAHOMA)

Before me, a notary public in and for said state, on this ____ day of _____, 2007, personally appeared _____, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____ and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Witness my hand and official seal

My commission expires: _____

_____
NOTARY PUBLIC
Residing at: _____

STATE OF TEXAS)
: ss.
COUNTY OF HARRIS)

The instrument was acknowledged before me the 19 day of December 2007, by M.T. Arnold, as President of Alameda Corporation, a Texas corporation, on behalf of said corporation.

Witness my hand and official seal

My commission expires: June 28, 2008.

CATHERINE HARRY
MY COMMISSION EXPIRES
June 28, 2008

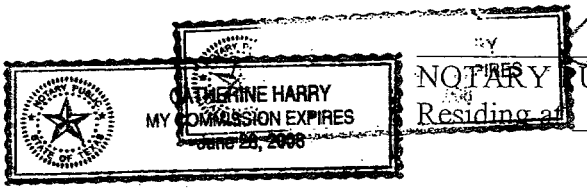
C Harry
NOTARY PUBLIC
Residing at: _____

STATE OF TEXAS)
: ss.
COUNTY OF HARRIS)

This instrument was acknowledged before me on the 19 day of December 2007, by Oscar S. Wyatt Jr.

Witness my hand and official seal

My commission expires: June 28 2008



NOTARY PUBLIC
Residing at

STATE OF TEXAS)
: ss.
COUNTY OF _____)

The instrument was acknowledged before me the ____ day of _____, 20_____, by_____, as _____ of XTO Energy, Inc., a Texas corporation, on behalf of said corporation.

Witness my hand and official seal

My commission expires: _____

_____
NOTARY PUBLIC
Residing at:_____

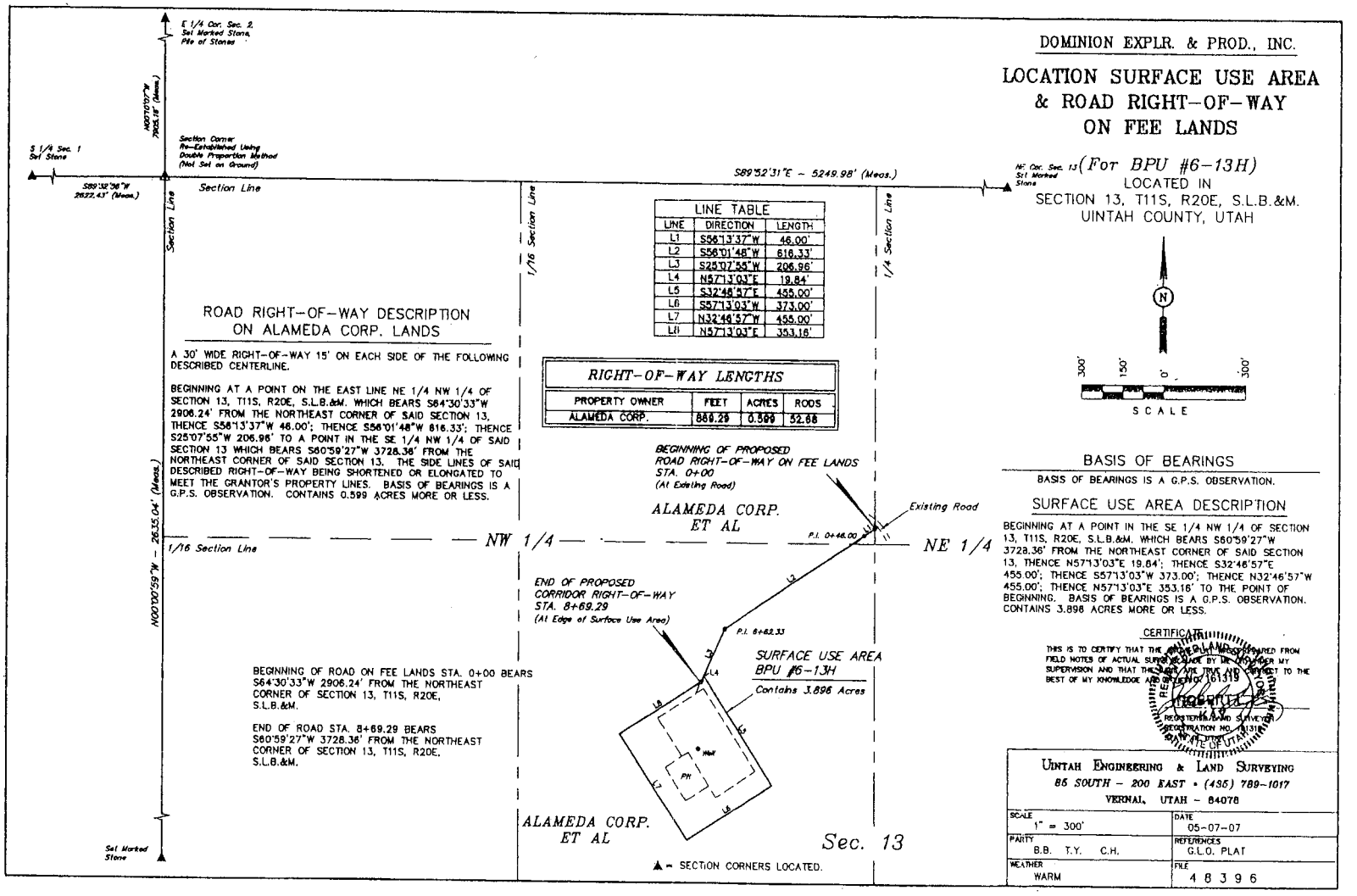
{00018145.1}

EXHIBIT "A"

DOMINION EXPLR. & PROD., INC.

LOCATION SURFACE USE AREA & ROAD RIGHT-OF-WAY ON FEE LANDS

(FOR BPU #6-13H)
LOCATED IN
SECTION 13, T11S, R20E, S.L.B.&M.
UINTAH COUNTY, UTAH



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S56°13'37"W	46.00'
L2	S56°01'48"W	616.33'
L3	S25°07'55"W	206.96'
L4	N57°13'03"E	19.84'
L5	S32°46'57"E	455.00'
L6	S57°13'03"W	373.00'
L7	N32°46'57"W	455.00'
L8	N57°13'03"E	353.16'

RIGHT-OF-WAY LENGTHS			
PROPERTY OWNER	FEET	ACRES	RODS
ALAMEDA CORP.	860.29	0.599	52.88

ROAD RIGHT-OF-WAY DESCRIPTION ON ALAMEDA CORP. LANDS

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT ON THE EAST LINE NE 1/4 NW 1/4 OF SECTION 13, T11S, R20E, S.L.B.&M. WHICH BEARS S64°30'33"W 2906.24' FROM THE NORTHEAST CORNER OF SAID SECTION 13, THENCE S56°13'37"W 46.00'; THENCE S56°01'48"W 616.33'; THENCE S25°07'55"W 206.96' TO A POINT IN THE SE 1/4 NW 1/4 OF SAID SECTION 13 WHICH BEARS S60°59'27"W 3728.36' FROM THE NORTHEAST CORNER OF SAID SECTION 13. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.599 ACRES MORE OR LESS.

SCALE: 300' 150' 0 300'

BASIS OF BEARINGS

BASIS OF BEARINGS IS A G.P.S. OBSERVATION.

SURFACE USE AREA DESCRIPTION

BEGINNING AT A POINT IN THE SE 1/4 NW 1/4 OF SECTION 13, T11S, R20E, S.L.B.&M. WHICH BEARS S60°59'27"W 3728.36' FROM THE NORTHEAST CORNER OF SAID SECTION 13, THENCE N57°13'03"E 19.84'; THENCE S32°46'57"E 455.00'; THENCE S57°13'03"W 373.00'; THENCE N32°46'57"W 455.00'; THENCE N57°13'03"E 353.16' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 3.898 ACRES MORE OR LESS.

CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NO. 161319

REGISTERED LAND SURVEYOR REGISTRATION NO. 161319 STATE OF UTAH

UINTAH ENGINEERING & LAND SURVEYING
85 SOUTH - 200 EAST • (435) 789-1017
VERNAL, UTAH - 84078

SCALE	DATE
1" = 300'	05-07-07
PARTY: B.B. T.Y. C.H.	REFERENCES: G.L.O. PLAT
WEATHER: WARM	FILE: 48396

PIPELINE EASEMENT AND RIGHT-OF WAY AGREEMENT

THIS PIPELINE EASEMENT AND RIGHT-OF-WAY AGREEMENT (**"Agreement"**) is entered into this 1st day of July, 2007, by and between **OSCAR S. WYATT, JR.** whose mailing address is 8 Greenway Plaza, Suite 930, Houston, Texas 77046 and **ALAMEDA CORPORATION** whose mailing address is 8 Greenway Plaza, Suite 930, Houston, TX 77046 (**"Grantors"**), and ~~**DOMINION EXPLORATION AND PRODUCTION, INC. ("Dominion")**~~ **XTO ENERGY, INC.** (**"Grantee"**), with offices at 14000 Quail Springs Parkway, #600 Oklahoma City, OK 73134-2600.

Recitals

A. Grantors are the fee simple owners of record title of the surface estate in the following described lands in Uintah County, Utah:

Township 11 South, Range 20 East, S.L.M.

Section 12: SE¼SW¼
Section 13: E½NW¼

(containing 120.00 acres, more or less)

(**"Subject Lands"**); and

B. Grantee is in the business of exploring for, developing, producing, and processing natural gas, oil, and associated hydrocarbons; and,

C. Grantee has acquired rights to the oil and gas estate underlying certain lands located in T11S-R20E-S13 from the United States, owner of the mineral estate; and,

D. Grantee is the operator of the BPU #6-13H Well (**"Well"**) to be drilled SE¼NW¼ of the subject Section 13 lands; and,

E. Grantee desires to construct, operate, and maintain a natural gas (gathering system) pipeline across the Subject Lands to the Well; and,

F. With this Agreement, Grantee and the Grantors desire to establish terms for the pipeline easement and right-of-way.

NOW THEREFORE, for and in consideration of sum of $2,829.00 and other good and valuable consideration, Grantors grant to Grantee and its successors and assigns, a right-of-way and easement (**"Easement"**) to construct, maintain, operate, inspect, repair, alter, replace and remove pipelines and appurtenant facilities for the transportation of oil, gas, or other hydrocarbons across, under, or over the Subject Lands, depicted and described on the plat attached hereto as Exhibit A, and incorporated into this Agreement by reference. Said Easement shall be 30 (thirty) feet wide, 15 (fifteen) feet on

either side of the centerline, for a distance of 188.59 rods, and contain approximately 2.143 acres.

1. **Access.** Grantors acknowledge Grantee's non-exclusive right of access on and over the surface estate in the Subject Lands and such surface use as is reasonably necessary to produce and transport oil, gas, and associated hydrocarbons, as defined by Utah law. Should Grantee's activities damage any of Grantor's roads or fences, Grantee shall promptly repair or compensate Grantor to repair such damages.

2. **Compensation for Pipeline Right-of-Way and Easement.** Grantee will pay to Grantors at the time of the signing of this Agreement the sum of $2,829.00 for the Easement which includes damages to the surface estate resulting from its construction and use. The foregoing compensation includes all sums to be paid for damages to the surface estate resulting from the exercise of rights herein granted.

3. **Term of Grant**. Rights granted by this Agreement shall continue so long as Grantee, its successors or assigns, are actively engaged in operations on the Subject Lands, or until written surrender of such rights by Grantee, its successors or assigns, whichever is the earlier. Grantee shall have the authority to surrender separately any part of the Subject Lands, in which event, the surrendered portion of the Subject Lands shall no longer be subject to this Agreement.

4. **Right of Occupancy**. Grantee shall have all rights and benefits necessary or convenient for the full enjoyment and use of the rights granted, including the right of ingress and egress over and across the Subject Lands to and from the Easement, and the right from time to time to cut trees, undergrowth, and other obstructions that may injure, endanger, or interfere with the Grantee's use of the Easement. Grantee agrees to conduct all of its operations in a good and workmanlike manner and after completion of construction, shall remove all debris, trash, equipment and surplus materials from the right-of-way. Should any of the pipeline be buried, Grantee shall inspect the right-of-way twice a year to insure that there are no wash outs or depressions in the pipeline ditch and if such exist Grantee shall take such actions as necessary to fill in the depressions and restore the surface to the original condition as much as reasonably possible.

5. **Assignment of Rights**. All rights and obligations under this Agreement shall run with the Subject Lands and shall inure to the benefit of and be binding upon the heirs, successors, or assigns of each party.

6. **Indemnification**. Grantee and its agents and subcontractors hereby agree to indemnify and hold Grantors, its employees, heirs, agents, lawyers and assigns harmless of, from and against all liabilities, claims, damages, losses, liens, fines, penalties, costs, causes of action, suits, judgments and expenses (including without limitation court costs, attorneys' fees and paralegal fees, fees and costs of expert witnesses and costs of investigation) of any nature, kind or description or any person or entity (including but not limited to deaths of or injuries to employees of Grantee and its contractors, agents and employees or any other persons, including all third persons

whatsoever), or damages to property, directly or indirectly, proximately or remotely, arising out of, caused by or resulting from, in whole or part from: (a) the present or future condition, state of repair or defect of Grantors' property and/or improvements thereto, whether latent or visible, known or unknown, (b) any act or omission (whether negligent or not) of Grantee or its employees, contractors or their employees or anyone that they control or exercise control over or any other person entering upon Grantors' property under or with the express or implied invitation of Grantee, (c) any breach, violation of this Agreement or (d) the use of or occupancy of the property even if and including if any such liabilities arise from or are attributable to, in whole or in part, to Grantors' negligence or strict liability. In case any action or proceeding is brought against Grantors by third parties resulting from Grantee's activities on the property, upon notice, Grantee agrees to defend Grantors in such action or proceeding.

7. **Notices and Payment**. Notices shall be in writing and shall be given by certified or registered mail to Dominion, Oscar S. Wyatt, Jr., and Alameda Corporation at the following addresses:

XTO Energy, Inc.
810 Houston St.
Fort Worth, TX 76102-6298
Attn: Mr. Shannon Nichols

~~Dominion Exploration and Production, Inc.~~
~~14000 Quail Springs Parkway, # 600~~
~~Oklahoma City, OK 73134-2600~~
~~Attention: Mr. Russell R. Waters~~

Oscar S. Wyatt, Jr.
3355 West Alabama
Houston, TX 77098

Alameda Corporation
3355 West Alabama
Houston, TX 77098

or to such address as the party may designate to the other in writing not less than thirty days before that event which triggers notices. Notices shall be effective the third day after the date of mailing, postage prepaid.

8. **Governing Law**. The laws of the State of Utah shall control the rights of the parties under this contract.

9. **Modifications.** This Agreement may not be amended or modified, except by a written instrument to such effect signed by the parties.

10. **Confidentiality and Recording.** The financial terms of this Agreement shall remain confidential as between the parties. Grantee, at its option, may record in Uintah County or submit to regulatory agencies having jurisdiction over oil and gas operations, a memorandum of agreement containing essential elements of the Agreement to give constructive notice of its rights or to comply with regulatory requirements for

evidence of an agreement with Grantors. However, in no event shall the financial terms be recorded or divulged to third parties, except as a legitimate purchaser or transferee.

11. **Waiver**. By signing this Agreement, neither party waives its statutory and common law rights to occupancy and enjoyment of their respective estates, except as expressly provided in this Agreement with regard to the Easement.

12. **Further Waiver.** Failure of either party hereto to enforce any provision of this Agreement at any time shall not be construed as a waiver of such provision or of any other provision of this Agreement.

13. **Severability.** If any provision in this Agreement is held invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

14. **Attorneys' Fees.** In the event that any party hereto brings any action to enforce or interpret the provisions of this Agreement, the prevailing party in such action, as determined by the court, shall be awarded from the non-prevailing party all of its costs and attorneys' fees incurred in connection with such action, including all costs and attorneys' fees associated with any appeals.

15. **Entire Agreement.** This Agreement, together with the attached Exhibit A, constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes any prior agreements and understandings between the parties.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one original.

Dated this 1st day of July, 2007.

XTO Energy, Inc.
~~Dominion Exploration and Production, Inc.~~

By _____

Its _____

Alameda Corporation

By _____

Its President.

Oscar S. Wyatt, Jr.

By _____

ACKNOWLEDGMENTS

~~STATE OF OKLAHOMA)~~
) ss.
COUNTY OF OKLAHOMA)

Before me, a notary public in and for said state, on this ____ day of _____, 2007, personally appeared _____, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____ and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Witness my hand and official seal

My commission expires: _____

_____
NOTARY PUBLIC
~~Residing at:~~ _____

STATE OF TEXAS)
: ss.
COUNTY OF HARRIS)

The instrument was acknowledged before me the 19 day of December 2007, by M+ Arndal, as President of Alameda Corporation, a Texas corporation, on behalf of said corporation.

Witness my hand and official seal

My commission expires: June 28, 2008

CATHERINE HARRY
MY COMMISSION EXPIRES
June 28, 2008

C Harry
NOTARY PUBLIC
Residing at: _____

STATE OF TEXAS)
: ss.
COUNTY OF HARRIS)

This instrument was acknowledged before me on the 19 day of December 2007, by Oscar S Wyatt Jr.

Witness my hand and official seal

My commission expires: June 28, 2008

C Harry
NOTARY PUBLIC
Residing at:

STATE OF TEXAS)
: ss.
COUNTY OF _____)

The instrument was acknowledged before me the ____ day of _____, 20_____, by_____, as _____ of XTO Energy, Inc., a Texas corporation, on behalf of said corporation.

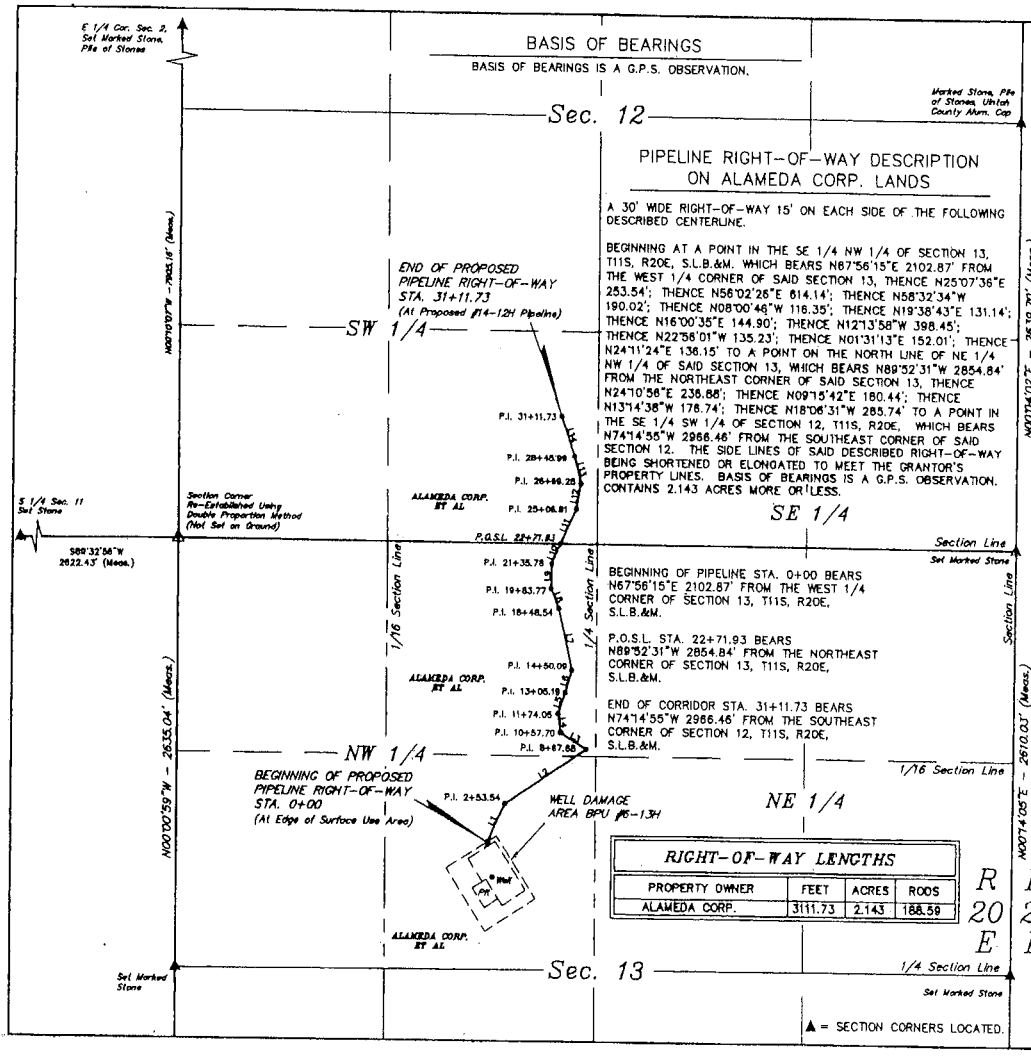
Witness my hand and official seal

My commission expires: _____

_____
NOTARY PUBLIC
Residing at:_____

{00018137.1}

EXHIBIT "A"



BASIS OF BEARINGS

BASIS OF BEARINGS IS A G.P.S. OBSERVATION.

PIPELINE RIGHT-OF-WAY DESCRIPTION ON ALAMEDA CORP. LANDS

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SE 1/4 NW 1/4 OF SECTION 13, T11S, R20E, S.L.B.&M. WHICH BEARS N67°56'15"E 2102.87' FROM THE WEST 1/4 CORNER OF SAID SECTION 13, THENCE N25°07'36"E 253.54'; THENCE N56°02'26"E 614.14'; THENCE N58°32'34"W 190.02'; THENCE N08°00'46"W 116.35'; THENCE N19°38'43"E 131.14'; THENCE N16°00'35"E 144.90'; THENCE N12°13'58"W 398.45'; THENCE N22°56'01"W 135.23'; THENCE N01°31'13"E 152.01'; THENCE N24°11'24"E 136.15' TO A POINT ON THE NORTH LINE OF NE 1/4 NW 1/4 OF SAID SECTION 13, WHICH BEARS N89°52'31"W 2854.84' FROM THE NORTHEAST CORNER OF SAID SECTION 13, THENCE N24°10'56"E 236.88'; THENCE N09°15'42"E 180.44'; THENCE N13°14'38"W 176.74'; THENCE N18°06'31"W 285.74' TO A POINT IN THE SE 1/4 SW 1/4 OF SECTION 12, T11S, R20E, WHICH BEARS N74°14'55"W 2966.46' FROM THE SOUTHEAST CORNER OF SAID SECTION 12. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 2.143 ACRES MORE OR LESS.

BEGINNING OF PIPELINE STA. 0+00 BEARS N67°56'15"E 2102.87' FROM THE WEST 1/4 CORNER OF SECTION 13, T11S, R20E, S.L.B.&M.

P.O.S.L. STA. 22+71.93 BEARS N89°52'31"W 2854.84' FROM THE NORTHEAST CORNER OF SECTION 13, T11S, R20E, S.L.B.&M.

END OF CORRIDOR STA. 31+11.73 BEARS N74°14'55"W 2966.46' FROM THE SOUTHEAST CORNER OF SECTION 12, T11S, R20E, S.L.B.&M.

RIGHT-OF-WAY LENGTHS			
PROPERTY OWNER	FEET	ACRES	RODS
ALAMEDA CORP.	3111.73	2.143	188.59

DOMINION EXPLR. & PROD., INC.

PIPELINE RIGHT-OF-WAY ON FEE LANDS

(For BPU #6-13H)

LOCATED IN
SECTIONS 12 & 13, T11S, R20E, S.L.B.&M.
UINTAH COUNTY, UTAH

N

600' 300' 0' 600'

SCALE

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N25°07'36"E	253.54'
L2	N56°02'26"E	614.14'
L3	N58°32'34"W	190.02'
L4	N08°00'46"W	116.35'
L5	N19°38'43"E	131.14'
L6	N16°00'35"E	144.90'
L7	N12°13'58"W	398.45'
L8	N22°56'01"W	135.23'
L9	N01°31'13"E	152.01'
L10	N24°11'06"E	136.15'
L11	N24°11'06"E	236.88'
L12	N09°15'42"E	180.44'
L13	N13°14'38"W	176.74'
L14	N18°06'31"W	285.74'

CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR REGISTRATION NO. 161319 STATE OF UTAH

REGISTERED LAND SURVEYOR REGISTRATION NO. 161319 STATE OF UTAH

UINTAH ENGINEERING & LAND SURVEYING
86 SOUTH - 200 EAST • (435) 789-1017
VERNAL, UTAH - 84078

SCALE 1" = 600'	DATE 05-07-07
PARTY B.B. T.Y. C.H.	REFERENCES G.L.O. PLAT
WEATHER WARM	FILE 48395

ACCESS ROAD EASEMENT AND RIGHT-OF WAY AGREEMENT

THIS ACCESS ROAD EASEMENT AND RIGHT-OF-WAY AGREEMENT (**"Agreement"**) is entered into this 1st day of July, 2007, by and between Oscar S. Wyatt, Jr. whose mailing address is 8 Greenway Plaza, Suite 930, Houston, Texas 77046 and Alameda Corporation whose mailing address is 8 Greenway Plaza, Suite 930, Houston, TX 77046 (**"Grantors"**), and ~~Dominion Exploration and Production, Inc.~~ XTO Energy, Inc. (**"Grantee"**), with offices at 14000 Quail Springs Parkway, #600 Oklahoma City, OK 73134-2600.

Recitals

A. Grantors are the fee simple owners of record title of the surface estate in the following described lands in Uintah County, Utah:

Township 11 South, Range 20 East, S.L.M.

Section 13: E½NW¼

(containing 80.00 acres, more or less)

(**"Section 13 Lands"**); and

B. Grantee is in the business of exploring for, developing, producing, and processing natural gas, oil, and associated hydrocarbons; and,

C. Grantee has acquired rights to the oil and gas estate underlying the Section 13 lands from the United States, owner of the mineral estate; and,

D. Grantee is the operator of the BPU #6-13H Well (**"Well"**) to be drilled SE¼NW¼ of the Section 13 lands; and,

E. Grantee desires to construct, operate, and maintain an access road on the Section 13 Lands to be used both for access to the Well and as a connector road to Grantee's wells in adjoining sections; and,

F. With this Agreement, Grantee and the Grantors desire to establish terms for the access road easement and right-of-way.

NOW THEREFORE, for and in consideration of sum of $790.00 and other good and valuable consideration, Grantors grant, convey, warrant and deliver to Grantee and its successors and assigns, an easement and right-of-way (**"Right-of-Way"**) for roadway purposes over and across the Section 13 Lands, depicted and described on the plat attached hereto as Exhibit A, and incorporated into this Agreement by reference. Said, Right-of-Way shall be thirty (30) feet wide, fifteen (15) feet on either side of the centerline, for a distance of 52.68 rods, and contain approximately 0.599 acres.

1. **Access.** Grantors acknowledge Grantee's right of access over and across the surface estate in the Section 13 Lands and such surface use as is reasonably necessary for access to the Well and to any future wells.

2. **Compensation for Access Road.** Grantee will pay to Grantors at the time of the signing of this Agreement the sum of $790.00 for the Right-of-Way which includes damages to the surface estate resulting from its construction and use. The foregoing compensation includes all sums to be paid for damages to the surface estate resulting from the exercise of rights herein granted and is deemed full payment for the Right-of-Way during its entire term.

3. **Term of Grant**. Rights granted by this Agreement shall continue so long as Grantee, its successors or assigns, are actively engaged in operations on the Section 13 Lands, or until written surrender of such rights by Grantee, its successors or assigns, whichever is the earlier. Grantee shall have the authority to surrender separately any part of the Section 13 Lands, in which event, the surrendered portion of the Section 13 Lands shall no longer be subject to this Agreement.

4. **Right of Occupancy**. Grantors hereby grant to Grantee the right of immediate occupancy of the Right-of-Way, to the extent not heretofore granted, as shall be reasonably necessary for these purposes under this Agreement.

5. **Assignment of Rights**. All rights and obligations under this Agreement shall run with the Section 13 Lands and shall inure to the benefit of and be binding upon the heirs, successors, or assigns of each party.

6. **Non-Exclusive Grant to Grantee**. Grantee acknowledges Grantors hold title to the respective surface estate. Grantee acknowledges that the road easement and right-of-way is a non-exclusive grant and that Grantor on behalf of itself and its employees, agents, contractors, officers and invitees retain the full right to use the road made the subject of this road easement. Grantee shall repair all damages to the road caused by Grantee's use of the road. Grantee also agrees to pay a reasonable prorate portion of the normal annual maintenance of the road. Grantors, their successors, assigns, invitees, and licensees shall not unreasonably interfere with Grantee's operations on the access roads nor with any of their attendant equipment and operations. Grantee agrees to construct the road contemplated herein in a good and workmanlike manner and in such a way as to not alter the natural drainage and shall keep the roadway clean and free of debris and trash.

7. **Indemnification**. Grantee and its agents and subcontractors hereby agree to indemnify and hold Grantors, its employees, heirs, agents, lawyers and assigns harmless of, from and against all liabilities, claims, damages, losses, liens, fines, penalties, costs, causes of action, suits, judgments and expenses (including without limitation court costs, attorneys' fees and paralegal fees, fees and costs of expert witnesses and costs of investigation) of any nature, kind or description or any person or entity (including but not limited to deaths of or injuries to employees of Grantee and its

contractors, agents and employees or any other persons, including all third persons whatsoever), or damages to property, directly or indirectly, proximately or remotely, arising out of, caused by or resulting from, in whole or part from: (a) the present or future condition, state of repair or defect of Grantors' property and/or improvements thereto, whether latent or visible, known or unknown, (b) any act or omission (whether negligent or not) of Grantee or its employees, contractors or their employees or anyone that they control or exercise control over or any other person entering upon Grantors' property under or with the express or implied invitation of Grantee, (c) any breach, violation of this Agreement or (d) the use of or occupancy of the property even if and including if any such liabilities arise from or are attributable to, in whole or in part, to Grantors' negligence or strict liability. In case any action or proceeding is brought against Grantors by third parties resulting from Grantee's activities on the property, upon notice, Grantee agrees to defend Grantors in such action or proceeding.

8. **Notices and Payment**. Notices shall be in writing and shall be given by certified or registered mail to Dominion, Oscar S. Wyatt, Jr., and Alameda Corporation at the following addresses:

XTO Energy, Inc.
810 Houston St.
Fort Worth, TX 76102-6298
Attn: Mr. Shannon Nichols

~~Dominion Exploration and Production, Inc.~~
~~14000 Quail Springs Parkway, # 600~~
~~Oklahoma City, OK 73134-2600~~
~~Attention: Mr. Russell R. Waters~~

Oscar S. Wyatt, Jr.
3355 West Alabama
Houston, TX 77098

Alameda Corporation
3355 West Alabama
Houston, TX 77098

or to such address as the party may designate to the other in writing not less than thirty days before that event which triggers notices. Notices shall be effective the third day after the date of mailing, postage prepaid.

9. **Ownership of the Access Road upon Termination**. The access road constructed by Grantee on the Section 13 Lands shall become the Grantors' property upon termination of this Agreement.

10. **Rehabilitation and Restoration**. The access road constructed by Grantee shall be restored as near as possible to its original condition and reseeded with native grasses upon abandonment of the Well in accordance with acceptable industry practices and in compliance with all applicable laws and regulations in effect at the time of restoration. Provided however, that Grantors may at their option elect to have Grantee (or its successor) leave the access road, or any respective portion or segment thereof in an

11. **Governing Law.** The laws of the State of Utah shall control the rights of the parties under this contract.

12. **Modifications.** This Agreement may not be amended or modified, except by a written instrument to such effect signed by the parties.

13. **Confidentiality and Recording.** The financial terms of this Agreement shall remain confidential as between the parties. Grantee, at its option, may record in Uintah County or submit to regulatory agencies having jurisdiction over oil and gas operations, a memorandum of agreement containing essential elements of the Agreement to give constructive notice of its rights or to comply with regulatory requirements for evidence of an agreement with Grantors. However, in no event shall the financial terms be recorded or divulged to third parties, except as a legitimate purchaser or transferee.

14. **Waiver.** By signing this Agreement, neither party waives its statutory and common law rights to occupancy and enjoyment of their respective estates, except as expressly provided in this Agreement with regard to the Right-of-Way.

15. **Further Waiver.** Failure of either party hereto to enforce any provision of this Agreement at any time shall not be construed as a waiver of such provision or of any other provision of this Agreement.

16. **Severability.** If any provision if this Agreement is held invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

17. **Attorneys' Fees.** In the event that any party hereto brings any action to enforce or interpret the provisions of this Agreement, the prevailing party in such action, as determined by the court, shall be awarded from the non-prevailing party all of its costs and attorneys' fees incurred in connection with such action, including all costs and attorneys' fees associated with any appeals.

18. **Entire Agreement.** This Agreement, together with the attached Exhibit A, constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes any prior agreements and understandings between the parties.

19. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart shall constitute an original and all counterparts together shall constitute one and the same document.

Rest of page left blank intentionally

Dated this 1st day of July, 2007.

XTO Energy, Inc.
~~Dominion Exploration and Production, Inc.~~

By _____

Its _____

Alameda Corporation

By _____

Its President

Oscar S. Wyatt, Jr.

By _____

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, a notary public in and for said state, on this ____ day of _____, 2007, personally appeared _____, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____ and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Witness my hand and official seal

My commission expires: _____

_____
NOTARY PUBLIC
Residing at: _____

STATE OF TEXAS)
: ss.
COUNTY OF HARRIS)

The instrument was acknowledged before me the 19 day of December 2007, by M+ Arnold, as President of Alameda Corporation, a Texas corporation, on behalf of said corporation.

Witness my hand and official seal

My commission expires: June 28, 2008

CATHERINE HARRY
MY COMMISSION EXPIRES
June 28, 2008

C Harry
NOTARY PUBLIC
Residing at: _____

STATE OF TEXAS)
: ss.
COUNTY OF HARRIS)

This instrument was acknowledged before me on the 19 day of December 2007, by Oscar J Wyatt Jr.

Witness my hand and official seal

My commission expires: June 28, 2008.

C Harry
NOTARY PUBLIC
Residing at: _____

STATE OF TEXAS)
: ss.
COUNTY OF _____)

The instrument was acknowledged before me the ____ day of _____, 20_____, by_____, as _____ of XTO Energy, Inc., a Texas corporation, on behalf of said corporation.

Witness my hand and official seal

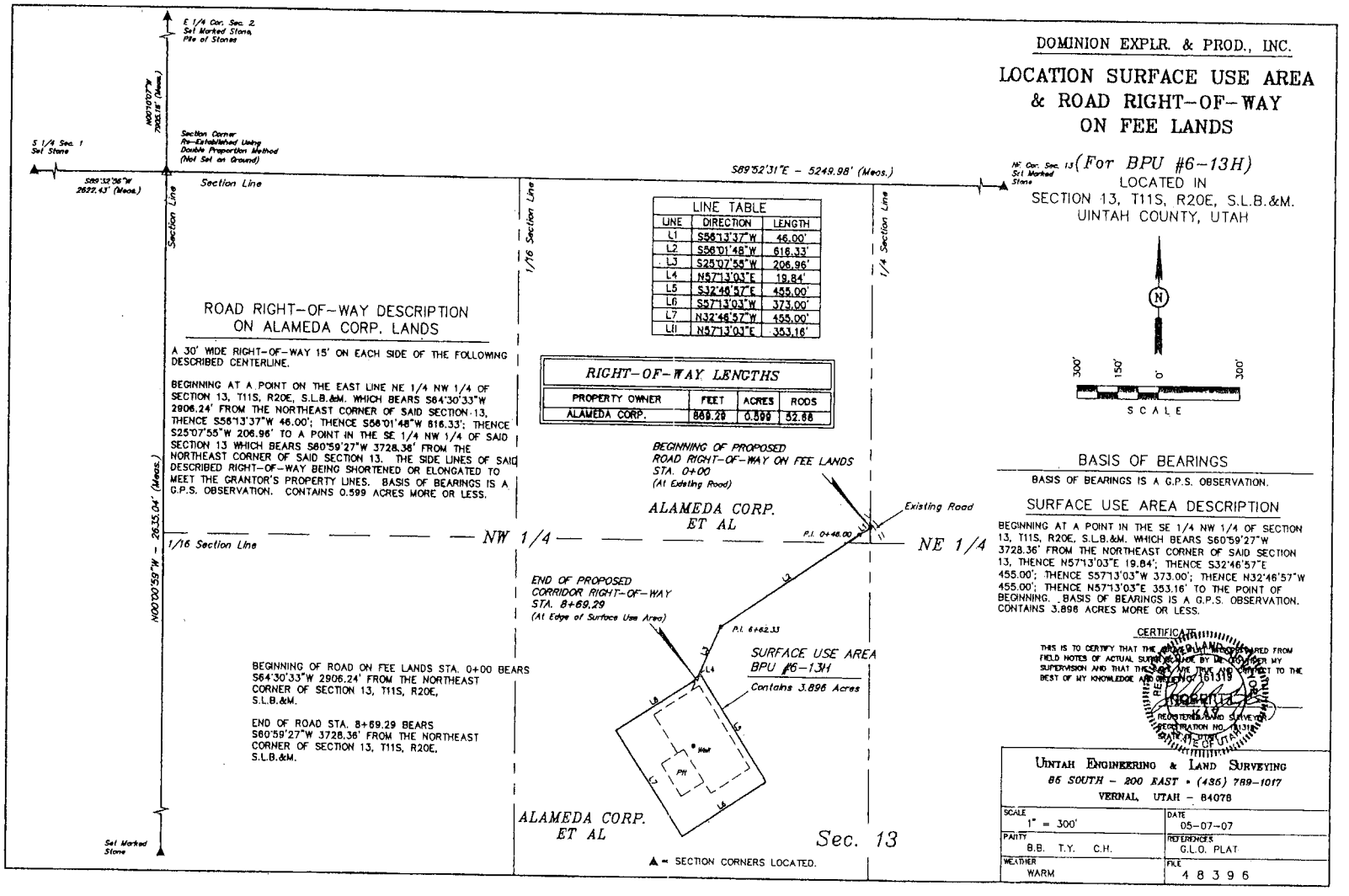
My commission expires: _____

_____
NOTARY PUBLIC
Residing at:_____

{00018138.1}

8

EXHIBIT "A"



DOMINION EXPLR. & PROD., INC.

LOCATION SURFACE USE AREA & ROAD RIGHT-OF-WAY ON FEE LANDS

(For BPU #6-13H)

LOCATED IN
SECTION 13, T11S, R20E, S.L.B.&M.
UINTAH COUNTY, UTAH

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S56°13'37"W	46.00'
L2	S56°01'48"W	616.33'
L3	S25°07'55"W	206.96'
L4	N57°13'03"E	19.84'
L5	S32°46'57"E	455.00'
L6	S57°13'03"W	373.00'
L7	N32°46'57"W	455.00'
L11	N57°13'03"E	353.16'

RIGHT-OF-WAY LENGTHS			
PROPERTY OWNER	FEET	ACRES	RODS
ALAMEDA CORP.	869.29	0.599	52.68

N

300' 150' 0' 300'

SCALE

ROAD RIGHT-OF-WAY DESCRIPTION ON ALAMEDA CORP. LANDS

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT ON THE EAST LINE NE 1/4 NW 1/4 OF SECTION 13, T11S, R20E, S.L.B.&M. WHICH BEARS S64°30'33"W 2906.24' FROM THE NORTHEAST CORNER OF SAID SECTION 13, THENCE S56°13'37"W 46.00'; THENCE S56°01'48"W 616.33'; THENCE S25°07'55"W 206.96' TO A POINT IN THE SE 1/4 NW 1/4 OF SAID SECTION 13 WHICH BEARS S60°59'27"W 3728.36' FROM THE NORTHEAST CORNER OF SAID SECTION 13. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.599 ACRES MORE OR LESS.

BASIS OF BEARINGS

BASIS OF BEARINGS IS A G.P.S. OBSERVATION.

SURFACE USE AREA DESCRIPTION

BEGINNING AT A POINT IN THE SE 1/4 NW 1/4 OF SECTION 13, T11S, R20E, S.L.B.&M. WHICH BEARS S60°59'27"W 3728.36' FROM THE NORTHEAST CORNER OF SAID SECTION 13, THENCE N57°13'03"E 19.84'; THENCE S32°46'57"E 455.00'; THENCE S57°13'03"W 373.00'; THENCE N32°46'57"W 455.00'; THENCE N57°13'03"E 353.16' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 3.896 ACRES MORE OR LESS.

CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR
REGISTRATION NO. 161319
STATE OF UTAH

UINTAH ENGINEERING & LAND SURVEYING
85 SOUTH - 200 EAST • (435) 789-1017
VERNAL, UTAH - 84078

SCALE 1" = 300'	DATE 05-07-07
PARTY B.B. T.Y. C.H.	REFERENCES G.L.O. PLAT
WEATHER WARM	FILE 48396

BOP Equipment

3000psi WP

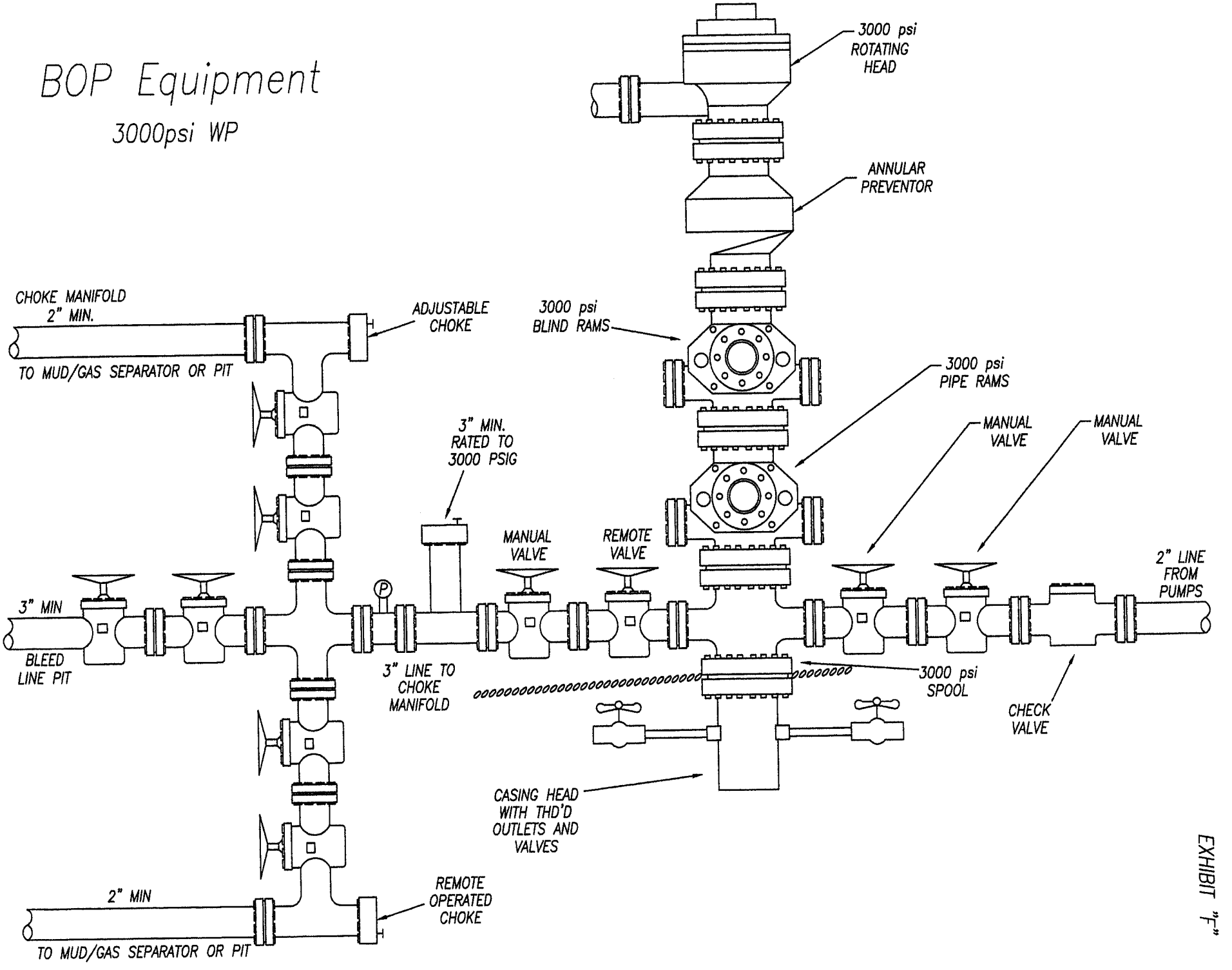


EXHIBIT "F"

CLASS III CULTURAL RESOURCE INVENTORY OF DOMINION'S PROPOSED BIG PACK UNIT LOCATION #6-13H, ASSOCIATED ACCESS ROAD, AND PIPELINE

UINTAH COUNTY, UTAH

Author:

Shina duVall, Cultural Resource Specialist

Prepared for:
Dominion Exploration & Production, Inc.
1400 North State Street; PO Box 1360
Roosevelt, UT 84066

Prepared by:
Buys & Associates, Inc. Environmental Consultants
300 E. Mineral Avenue, Suite 10
Littleton, CO 80122-2655

Principal Investigator: Jonathan D. Kent, Ph.D
Field Supervisor: Stephen Snyder

Buys & Associates, Inc. Report No.: U-07-477-06-0019
State of Utah Project No.: U-07-UY-0796bp

July 23, 2007

Utah State Archaeological Survey Permit No.: 85
United States Department of the Interior Federal Land Policy and Management Act (FLPMA) Permit No.: 07UT85002

CONFIDENTIALITY NOTICE:

Section 304 of the National Historic Preservation Act (16 U.S.C. 470w-3[a]) and Section 9 of the Archaeological Resources Protection Act of 1979 (16 U.S.C. 470hh) establish regulations regarding the confidentiality of information concerning the nature and location of archaeological resources. Therein is stated that information concerning the nature and location of any archaeological resource may not be made available to the public unless the Federal land manager concerned determines that such disclosure would not create a risk of harm to such resources or to the site at which such resources are located, or impede the use of a traditional religious site by practitioners.

As such, to the extent permitted by law, all information on archaeological resources and their locations gathered and presented with regard to the proposed project will be treated as confidential. All parties associated with the proposed project will ensure (1) that all information regarding specific site locations is kept confidential except for disclosures required by law or necessary to carry-out protection of sites; (2) that specific site locations are not included in any document made available to the general public; and (3) this information shall not be utilized by the requestor to destroy, excavate, or vandalize resources.

ABSTRACT

A Class III cultural resource inventory was conducted by Buys & Associates, Inc. in July 2007 for Dominion Exploration & Production, Inc.'s proposed well location #6-13H and 0.17 miles of associated access road and pipeline. The Project Area is located east of the Green River, just south of the confluence of Hill Creek and Willow Creek, in the general area of Big Pack Mountain in the Uinta Basin, Uintah County, Utah. The legal location of the Project Area is Section 13, Township 11S, Range 20E. The total area of survey included 11.92 acres on land administered by the Bureau of Land Management Vernal Field Office.

This Class III inventory resulted in the identification of three previous cultural resource inventories that were conducted within 1 mile of the Project Area. These previous inventories resulted in the identification of 88 archaeological sites **(42Un1294-42Un1304, 42Un1340-42Un1342, 42Un1780, 42Un1953, 42Un2487, TRC Mariah 142236** and **142207, 42Un1386, 42Un3067-42Un3126,** and **42Un3128-3135),** 14 of which (**42Un1386, 42Un3068, 42Un3073, 42Un3076, 42Un3079, 42Un3082, 42Un3085, 42Un3087, 42Un3095, 42Un3099, 42Un3101, 42Un3119, 42Un3129,** and **42Un3131**) were determined to be eligible for listing on the National Register of Historic Places. However, none of these previously recorded sites is located in the Project Area. No new cultural resources were recorded as a result of this inventory.

No avoidance or mitigation measures are recommended for the proposed project as there will be no effects to any historic properties as a result of the undertaking. Therefore, a determination of "no historic properties affected" is proposed for the project pursuant to Section 106 of the National Historic Preservation Act (36 CFR 800).

TABLE OF CONTENTS

LIST OF FIGURES

LIST OF TABLES

1. INTRODUCTION

Buys & Associates, Inc. (B&A) conducted this Class III cultural resource inventory of Dominion Exploration & Production, Inc.'s (Dominion) proposed well location #6-13H, and 0.17 miles of associated access road and pipeline. The Project Area is located east of the Green River, just south of the confluence of Hill Creek and Willow Creek, in the general area of Big Pack Mountain in the Uinta Basin, Uintah County, Utah. The legal location of the Project Area is in Section 13, Township 11S, Range 20E (**Figure 1.1**). The total area of survey included 11.92 acres on land administered by the Bureau of Land Management (BLM) Vernal Field Office.

This cultural resource inventory was conducted in compliance with Federal and State legislation including Section 106 of the National Historic Preservation Act of 1966 (as amended) (NHPA), the National Environmental Policy Act of 1969, the Archaeological and Historic Preservation Act of 1974, the Archaeological Resources Protection Act of 1979 (ARPA), and the American Indian Religious Freedom Act of 1978. The NHPA sets forth national policy and procedures regarding "historic properties"—that is, regions, sites, buildings, structures, and objects included in or eligible for the National Register of Historic Places (NRHP). Section 106 of the NHPA requires Federal agencies to consider the effects of their undertakings on such properties, following regulations issued by the Advisory Council on Historic Preservation (ACHP) (36 CFR 800).

Criteria for evaluating the significance of resources for listing on the NRHP are outlined in 36 CFR 800.10, "National Register Criteria." The quality of significance in American history, architecture, archaeology, engineering, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and:

a) that are associated with events that have made a significant contribution to the broad patterns of our history;

b) that are associated with the lives of persons significant in our past;

c) that embody the distinctive characteristics of a type, period, or method of construction, or represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinctiont and,

d) that have yielded, or may be likely to yield, information important in prehistory or history.

This Class III cultural resource inventory was conducted by Stephen Snyder and Jeff Yelton of B&A during the week of July 2-6, 2007. The records search was conducted by Marty Thomas at the Division of State History, Salt Lake City, Utah on May 31, 2007. Jonathan D. Kent, Ph.D, served as the principal investigator. Stephen Snyder served as the Field Supervisor. All field notes and photographs are on file at B&A's office in Littleton, Colorado under project number U-07-477-06-0019.

This Class III inventory resulted in the identification of three previous cultural resource inventories that were conducted within 1 mile of the Project Area. These previous inventories resulted in the identification of 88 archaeological sites **(42Un1294-42Un1304, 42Un1340-42Un1342, 42Un1780, 42Un1953, 42Un2487, TRC Mariah 142236** and **142207, 42Un1386, 42Un3067-42Un3126,** and **42Un3128-3135),** 14 of which (**42Un1386, 42Un3068, 42Un3073, 42Un3076, 42Un3079, 42Un3082, 42Un3085, 42Un3087, 42Un3095, 42Un3099, 42Un3101, 42Un3119, 42Un3129,** and **42Un3131**) were determined to be eligible for listing on the NRHP. However, none of these previously recorded sites is located in the Project Area. No new cultural resources were recorded as a result of this inventory.

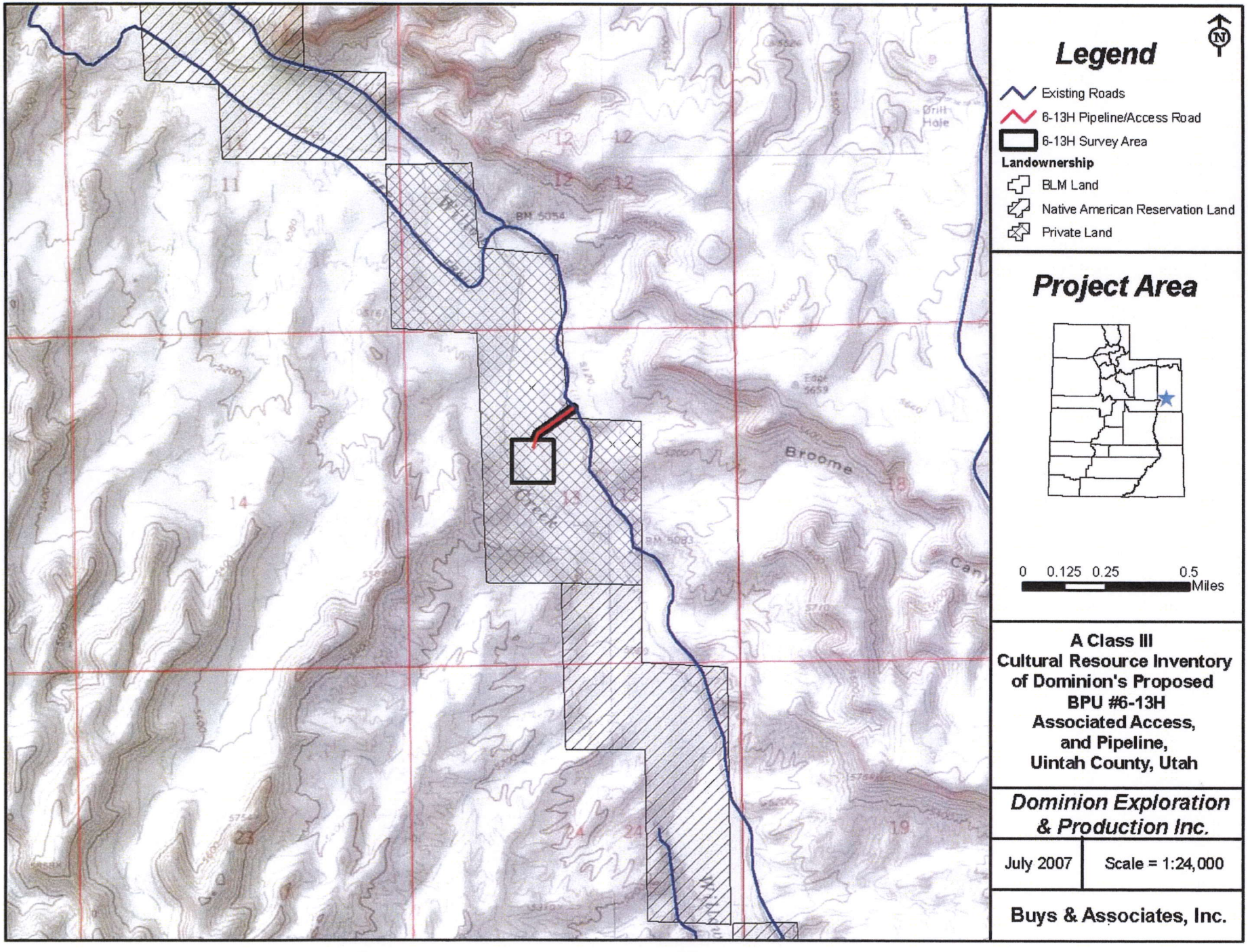


Figure 1.1 Location of Dominion's Proposed Big Pack Unit #6-13H, Associated Access Road and Pipeline.

2. ENVIRONMENT

The Uinta Basin and Uinta Mountains are located in the northeast corner of the State of Utah and are part of a larger physiographic area known as the Colorado Plateau. The Project Area is located east of the Green River, just south of the confluence of Hill Creek and Willow Creek in the general area of Big Pack Mountain in the Uinta Basin, Uintah County, Utah. The elevation of the Project Area ranges from approximately 5,100 to 5,700 feet. The topography consists of flat rocky ridges dissected by deep narrow canyons. It is characterized by raised, sloping benches or rides, incised ephemeral draws, and washes. Soils in the Project Area are shallow and consist of clay loams. Colluvium with some bedrock sandstone is also present. Drainage in the area is to the north with the Alger Pass drainages associated with Kings Canyon and the Willow Creek Unit drainages connected to Brown Canyon. Vegetation in the area includes Utah juniper, pinyon pine, black sagebrush, shadscale, galleta grass, Gardner's saltbush, prickly phlox, horsebrush, bud sage, American kochia, and cheat grass, with either pinyon and juniper trees and sagebrush as the dominant vegetation type. The Project Area and the Green River to the north and west provide habitat for numerous species of birds, mammals, reptiles, amphibians, fish, and invertebrates. Modern disturbances include oil and gas facilities and various roads.

3. CULTURE HISTORY

The prehistory of the Uinta Basin is complex and poorly understood because of its location at the intersection of the Great Basin, Colorado Plateau, and Northern Plains cultures. The cultural trajectory of change in the Uinta Basin has been generally categorized into five cultural-chronological periods, defined by Jennings (1986). These are the Paleoindian, Archaic, Formative (Fremont), Post Formative (Protohistoric), and Contact periods. The earliest evidence of a human presence in the area (during the Paleoindian period) dates back to approximately 12,000 years before present (B.P) during the terminal Pleistocene. This period is characterized by specialized hunting of big game animals, including the now-extinct species of mammoth and bison. Evidence for the Paleoindian presence in the Uinta Basin region comes from a few Clovis and Folsom projectile points and some Plano Complex lanceolate projectile points (Hauck 1998). However, these sparse isolated finds define the extent of the Paleoindian presence in the area, as few sites associated with the period have been sufficiently documented (Spangler 1995:332).

The Archaic stage, which dates from approximately 8000 B.P. to 1500 B.P., is better represented in the archaeological record of the area. This period is further subdivided into the Early Archaic phase, which dates from approximately 8000 to 5000 B.P.; the Middle Archaic, which dates to approximately 5000 B.P. to 2500 B.P.; and the Late Archaic, which dates from approximately 2500 B.P. to 1450 B.P. In the Uinta Basin, there are few artifacts or sites dating to the Early Archaic, but the Middle and Late Archaic phases are better represented in the archaeological record (Holmer 1986). In comparison to the Paleoindian period, the Archaic period is characterized by increased foraging subsistence strategy. Archaic peoples exploited a wide variety of floral resources, and began hunting an array of smaller to medium-sized game animals such as cottontail rabbits, muskrats, birds, beavers, prairies dogs, deer, antelope, mule, and

bighorn sheep. Archaic period cultural material includes an elaboration and expansion of the lithic toolkit with the introduction of new types of projectile points and the atlatl. Site types associated with the Archaic period include rock shelters, open-air campsites, plant gathering areas, and processing sites (Spangler 1995). The archaeological record indicates that the population in the Uinta Basin increased during the Middle Archaic period and continued to increase into the Late Archaic period. The first evidence of the construction of formal architectural features, such as semi-subterranean residential structures, and the beginnings of maize horticulture begin during the Late Archaic period.

The Formative period (Fremont) dates to approximately 2500 B.P. to annos domini (A.D.) 1400. During this period, the populations living in the Uinta Basin became more dependent on cultivated crops including corn, beans, and squash (Marwitt 1970). The Formative period is also marked by increased sedentism and the introduction of more elaborate and formal architectural features, such as shallow pithouse structures. Larger groups began occupying more permanent villages and some habitation sites appear to be positioned in strategic locations, such as atop buttes (Shields 1970). In addition, the Formative period, known in this area as the Uinta Fremont, witnessed the introduction of additional specialized technologies such as ceramics and the bow and arrow. The archaeology of Uinta Fremont architectural features has revealed evidence of postholes, hearths, two-handled wide-mouth vessels, and metates (Shields 1970).

The archaeological record indicates that the Formative period overlaps with the Post-Formative (Protohistoric) period as evidence suggests the arrival of Numic peoples in the area before the disappearance of Formative-period peoples (Reed 1994). Evidence of Numic (Ute and Shoshonean) artifacts and sites appears around approximately A.D. 1100. This transition from the Formative to the Post-Formative (Protohistoric) periods is characterized by a return to subsistence and settlement patterns that resembled the Archaic period trends, including more nomadic and semi-sedentary lifeways, and increased hunting and gathering. The exact nature, timing, and reasons for this transition and the apparent replacement of the rich and extensive Fremont culture and subsequent return to a more nomadic, hunting and gathering lifeway is unknown. Floral and faunal resources exploited by Numic-speaking peoples appear to have included goosefoot, grass seeds, pinyon nuts, juniper berries, squawbush berries and leaves, hackberry seeds, saltbush seeds, knotweed, chokecherry, chickweed, various small game, and deer, elk, pronghorn, and bison (Reed 1994:191). The habitation features of the Numic-speaking peoples consist primarily of wickiups, which are frame huts covered with matting made from bark or brush. It appears that the seasonal movement of small groups during this period was necessary to utilize these various resources. Cultural material in the archaeological record that is associated with Numic-speaking peoples include lithic stone tool scatters, brown ware pottery, "Shoshonean knives" (Janetski 1994), and rock art.

Euro-American activity in the Uinta Basin began with an initial interest in trapping and mineral and petroleum development and is generally defined by periods of Exploration, Trapping and Trading (1776-1852); Early Settlement (1853-1861); Reservation (1862-1868); Secondary Settlement and Early Irrigation (1869-1885); Mineral Development (1886-1904); Land Rush and Water Development (1905-1927); Drought, Depression, and World War II (1928-1945); and Post-War (1946-present).

The Dominguez and Escalante expedition of 1776 marks the beginning of the historic period in this area. In his diary, Escalante called the basin "a fine plain abounding in pasturage and fertile, arable land, provided it were irrigated." These explorers opened the basin to Spanish, Mexican, American, and British fur-trappers, traders, and settlers. Over the next 100 years, early trappers, Mormon settlers, surveyors, and military expeditions passed through or settled in the area. Historic resource exploitation in this area includes mining, logging, and oil and gas extraction. The early historic periods were often marked by conflict between the original inhabitants of the region and Euro-American groups.

Between the late 1820s and the 1840s, the basin and mountains were visited by such prominent historical figures as William H. Ashley, Etienne Provost, Antoine Robidoux, and Kit Carson. At least two semi-permanent trading posts were established in the basin. These included Fort Robidoux (Fort Uintah or Winty) and Fort Kit Carson. Furthermore, several expeditions visited the area, including the Captain John C. Fremont expedition during the 1840s, and that of Major John Wesley Powell who floated the Green River in 1869 and 1871. The area was not initially identified as an area to be settled by Mormon leaders. In the early 1860s, Brigham Young sent a small expedition to the area to determine its suitability for settlement, but the expedition reported that "all that section of country lying between the Wasatch Mountains and the eastern boundary of the territory, and south of Green River country, was one vast contiguity of waste and measurably valueless...excepting for nomadic purposes, hunting grounds for Indians and to hold the world together."

The Uintah Reservation was established in 1861. Several Ute groups, including the Uinta-ats (Tavaputs), PahVant, Tumpanawach, Cumumba, and Sheberetch formed the Uintah Band during the late 1860s to early 1870 (Burton 1996). The Uintah Reservation was established to include Utes who had previously lived in central Utah and Ute groups from Colorado, specifically the White River Utes who had participated in the Meeker Massacre of September 29, 1879, were added to the Utah reservation in 1882 (Burton 1996; Callaway, Janetski, and Stewart 1986). The establishment of the reservation and subsequent inclusion of Ute groups from Colorado required that the Utes living in central Utah and the White River Utes of Colorado give up their residence there, and move to the Uintah Reservation, which is located in the northeast portion of the state of Utah. In addition, the Ouray Reservation, which bordered the southern boundary of the Uintah Reservation, was established during this time. This reservation was set up to include a band of Uncompahgre Utes. The Utes that were forced to move into these reservations were forced to sell their lands, and in many cases were not compensated for any resulting loss of land or independence. Furthermore, their relocation, residence, and containment on the two reservations was enforced militarily by the infantry stationed at the Department of War at Fort Thornburgh, which was established in 1881 (Burton 1996). Originally, the Uintah-Ouray Reservation encompassed over 3.5 million acres. However, today, the Uintah Utes, White River Utes, and Uncompahgre Utes occupy only a small fraction of their former reservation lands. Between 1890 and 1933, over 500,000 acres of the Uintah-Ouray Reservation were taken for homesteading, and in 1906, over 900,000 additional acres were taken from the reservation and added to the National Forests (Clemmer 1986).

Thomas Smart was one of the first white settlers to inhabit the area east of Ouray in 1878. This was followed by additional settlement in the area of the White River in the late 1870s to early 1880s. In 1888, gilsonite and other asphaltum minerals were

discovered in various parts of the basin, which included eastern portions of the Uintah-Ouray Reservation. Miners convinced the Federal government to withdraw 7,000 acres from the reservation so that they could legally proceed with gilsonite mining activities. This area was called "the Strip." Between the late 1880s and early 1900s, the Dawes Act of 1887 and other mining and development campaigns succeeded in opening the Uinta Basin Indian Reservations, including the Uintah, the Ouray, and the Uncompahgre, to homesteading, development, and mining activities. The Mormon presence and increased settlement in the area grew after Thomas Smart's brother, William H. Smart, organized several expeditions into the Ouray Valley and the newly opened Ute Reservation. William H. Smart also became the president of the Wasatch Latter Day Saints (LDS) State in 1901 (Burton 1998). Several LDS families relocated to this area following Smart's initial exploration.

Early settlers in the region depended on livestock as the primary industry. Ranching and livestock make up an important part of the history of the Uinta Basin. Cattle were brought in from Brown's Park in Texas and other eastern areas since the early 1850s, and they were brought up to the Green River and surrounding mountain areas. The area offered an abundance of grass and water appropriate for livestock management. In 1912, the Uintah Cattle and Horse Growers Association was established. This group served to organize and issue brands to ranchers and to curtail rampant cattle rustling, which was becoming a significant problem as existing ranches grew in size and new ranches were established in the area (Burton 1996). Following the development of the cattle ranching industry, the sheep industry and the production of wool became an important industry in the Uinta Basin and its introduction coincided and possibly played a part in the waning of the cattle ranching industry. Sheep were desirable because of their heartiness and ability to survive the difficult basin winters better than cattle. Robert Bodily introduced the region to sheep in 1879 when he introduced a herd of 60. Following this introduction, the number of sheep being ranched in the region grew to approximately 50,000 head by the mid 1890s. Large-scale shearing corrals were built by C.S. Carter, and later by the Uintah Railway Company, and in 1899, the Uinta Basin sheep ranching industry was shipping 500,000 pounds of wool out of the area. The enormous growth of the wool industry in the region resulted in the passing of the Taylor Grazing Act in 1934, which designated certain areas as "districts" to stockmen, and required permits for livestock grazing. This act and acts like it led in part to the development of the Bureau of Land Management in 1946 (Burton 1996).

Uintah County is recognized for its various natural resources. These include coal, copper, iron, asphalt, shale, and as aforementioned, gilsonite. Commercial oil production began in 1948, but was not fully exploited until the 1970s, when the price of crude oil increased. The region has since experienced a boom and bust economic climate that is highly dependent on the price of and demand for oil and gas. Most recently the economic stability of the Uinta Basin is increasingly dependent on world energy prices and demand.

4. CLASS I INVENTORY

A file search for previous projects and documented cultural resources was conducted at the Division of State History – Utah State Historic Preservation Office (USHPO) on May 31, 2007. The purpose of the file search was to identify the previous cultural resource inventories conducted within the Project Area and the number, type, and eligibility

recommendations made for all of the archaeological sites previously documented. The NRHP National Register Information System (NRIS) online database was also consulted to determine if there are any NRHP-listed sites within the Project Area.

The results of the Class I inventory indicated that three cultural resource inventories had been conducted within 1 mile of the Project Area. These previous inventories resulted in the identification of 88 archaeological sites **(42Un1294-42Un1304, 42Un1340-42Un1342, 42Un1780, 42Un1953, 42Un2487, TRC Mariah 142236** and **142207, 42Un1386, 42Un3067-42Un3126,** and **42Un3128-3135),** 14 of which (**42Un1386, 42Un3068, 42Un3073, 42Un3076, 42Un3079, 42Un3082, 42Un3085, 42Un3087, 42Un3095, 42Un3099, 42Un3101, 42Un3119, 42Un3129,** and **42Un3131**) were determined to be eligible for listing on the NRHP. However, none of these previously recorded sites is located in the Project Area. These inventories and their findings are summarized in **Table 4.1**.

Table 4.1 Previous Cultural Resource Inventories Conducted in the Vicinity of the Project Area and Applicable Findings

Project No.	Company Name	Project Name	Findings
U-83-CE-0499b	Chambers Consultants and Planners	Cultural Resource Study on the White River Oil Shale Lease Lands in the Vernal District, Utah	42Un1294-42Un1304, 42Un1340-42Un1342
U-02-MQ-0243b,p,s	Montgomery Archaeological Consultants, Inc.	Cultural Resources Inventory of Seven Seismic Lines for the Veritas Uintah Seismic Project, Uintah County, Utah	42Un1780, 42Un1953, 42Un2487, TRC Mariah 142236 and 142207, 42Un1386, 42Un3067-42Un3126, 42Un3128-3135
U-05-MQ-0098b	Montgomery Archaeological Consultants, Inc.	Cultural Resource Inventory of Mak-J Energy's Main Pipeline for Big Pack Mtn Well Locations, T 11S, R20E and T111S, R21E, Uintah County, Utah	No Cultural Resources

5. FIELD SURVEY

The objective of the field inventory is to identify and document all eligible prehistoric and historic archaeological sites, as well as areas that may have a high probability of significant subsurface materials that may be impacted by the proposed undertaking. During the survey, the ground surface is examined for archaeological artifacts, features, or other evidence of human presence including charcoal-stained sediments or rock surface oxidation indicating the presence of fire. Particular consideration is given to areas of existing surface disturbance, including areas of erosion, cutbanks, animal burrows, anthills, roads, and other areas of construction activities as these areas provide indications of the potential for subsurface deposits of cultural material.

The Class III field inventory was conducted on all areas proposed for surface disturbance. At each proposed well location, a 10-acre square parcel is defined, centered on the well pad center stake. The survey area width for the access road and

pipeline routes is 30 meters (100 feet) to either side of the centerline. A 100 percent pedestrian coverage survey is then conducted on the entire 10-acre area with archaeologists walking parallel transects spaced at 15 meters (45 feet) apart.

6. SUMMARY OF THE KNOWN CULTURAL RESOURCES

This Class III inventory resulted in the identification of three previous cultural resource inventories that were conducted within 1 mile of the Project Area. These previous inventories resulted in the identification of 88 archaeological sites **(42Un1294-42Un1304, 42Un1340-42Un1342, 42Un1780, 42Un1953, 42Un2487, TRC Mariah 142236** and **142207, 42Un1386, 42Un3067-42Un3126,** and **42Un3128-3135),** 14 of which (**42Un1386, 42Un3068, 42Un3073, 42Un3076, 42Un3079, 42Un3082, 42Un3085, 42Un3087, 42Un3095, 42Un3099, 42Un3101, 42Un3119, 42Un3129,** and **42Un3131**) were determined to be eligible for listing on the NRHP. However, none of these previously recorded sites is located in the Project Area.

No new cultural resources were recorded during the survey of 11.92 acres for Dominion's Proposed Big Pack Unit location #6-13H, associated access road, and pipeline.

7. EVALUATION AND RECOMMENDATIONS

No avoidance or mitigation measures are recommended for the proposed project as there will be no effects to any historic properties as a result of the undertaking. Therefore, a determination of "*no historic properties affected*" is proposed for the project pursuant to Section 106 of the NHPA (36 CFR 800).

To minimize any potential damage to or destruction of cultural resources and to maintain compliance with Federal and State cultural resource legislation, the following stipulations should be adhered to by all project personnel:

- The operator and its contractors would inform their employees about Federal regulations intended to protect cultural resources. All personnel would be informed that collecting artifacts, including arrowheads, is a violation of Federal law.
- If cultural resources are uncovered during surface-disturbing activities, the operator and its contractors would suspend all operations at the site and the discovery would be immediately reported to the Authorized Officer, who would arrange for a determination of significance in consultation with the SHPO, and if necessary, recommend a recovery or avoidance plan.
- All vehicular traffic, personnel and equipment movement, and construction activities should be confined to the locations surveyed for cultural resources as referenced in this report, and to the existing roadways and/or inventoried access routes.

8. REFERENCES

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PALEONTOLOGY EVALUATION SHEET

PROJECT: Dominion Exploration & Production Well **BPU #6-13H**

LOCATION: Fifteen miles south of Ouray, Utah. 2059' FNL 1979' FWL, Section 13, T11S, R20E, Uintah County, Utah.

OWNERSHIP: PRIV[X] STATE[ ] BLM[ ] USFS[ ] NPS[ ] IND[ ] MIL[ ] OTHER[ ]

DATE: June 24, 2007

GEOLOGY/TOPOGRAPHY: Canyon walls in surrounding area are of the Green River Formation, upper part, Upper Eocene age. The well pad sits in the center of the valley floor, but east of Willow Creek, on valley alluvium. The road and pipeline come in from the northeast from the Willow Creek road.

PALEONTOLOGY SURVEY: YES [ ] NO Survey [X] PARTIAL Survey [ ]

SURVEY RESULTS: Invertebrate [ ] Plant [ ] Vertebrate [ ] Trace [ ] No Fossils Found [ ]

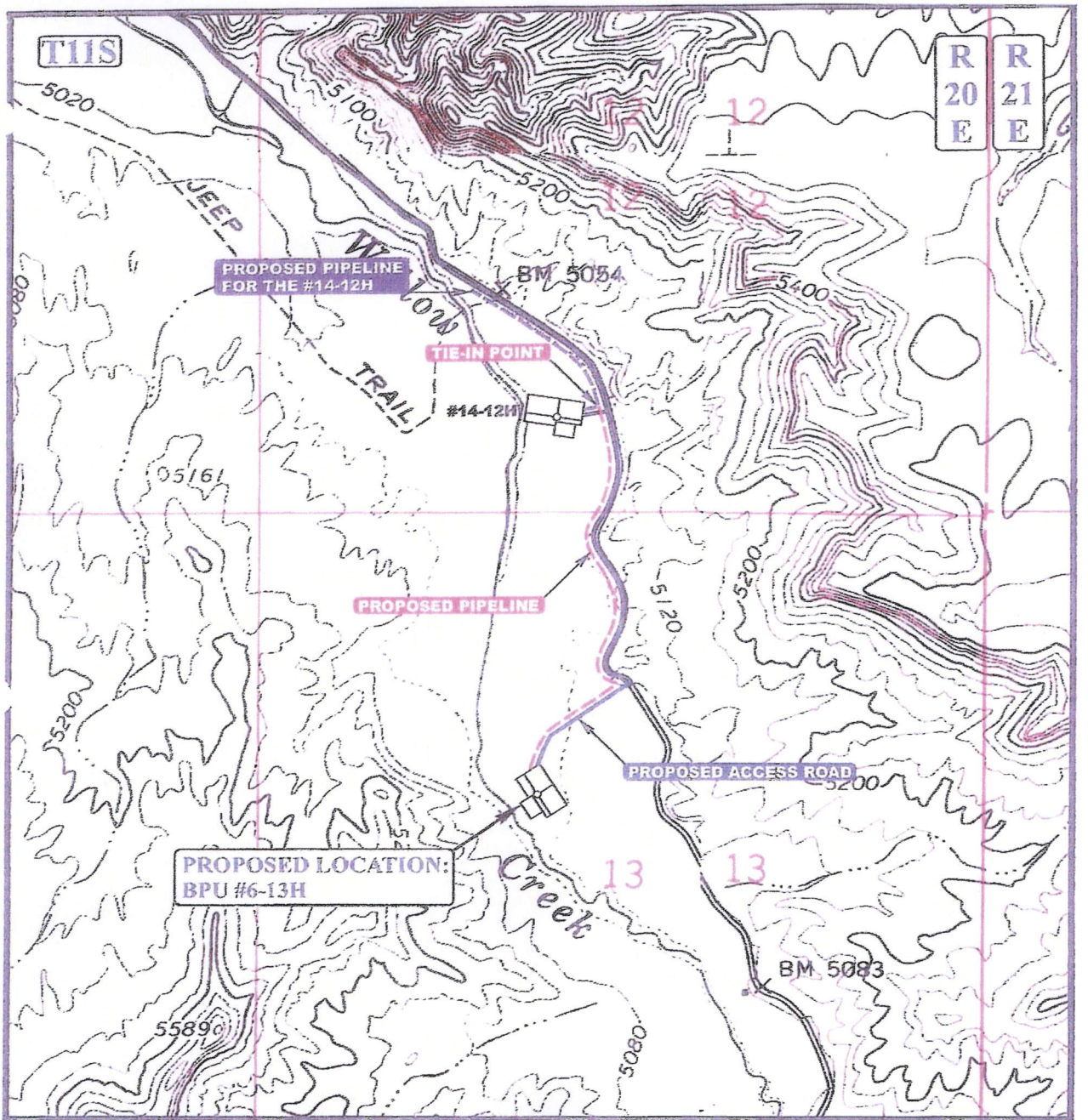
PALEONTOLOGY SENSITIVITY: HIGH [ ] MEDIUM [ ] LOW [X] (PROJECT SPECIFIC)

MITGATION RECOMMENDATIONS: NONE [X] OTHER [ ] (SEE BELOW)

No recommendations being made.

There is always some potential for discovery of significant paleontological resources in the Green River Formation. If significant vertebrate fossils (mammals, crocodiles, complete turtle shells, fish, etc.) are encountered during construction, work should stop in that area and a paleontologist should be contacted to evaluate the material discovered.

PALEONTOLOGIST: Alden H. Hamblin
A.H. Hamblin Paleontological Consulting, 3793 N. Minersville Highway, Cedar City, Utah 84720 (435) 867-8355
Utah State Paleontological Permit # 07-355, BLM paleontological Resources Permit # UT-S-05-02,
Ute Tribe Access Permits – 03/31/07 & 09/30/07. Utah Professional Geologist License – 5223011-2250.



APPROXIMATE TOTAL PIPELINE DISTANCE = 3,159' +/-

LEGEND:

PROPOSED ACCESS ROAD

PROPOSED PIPELINE

PROPOSED PIPELINE (SERVICING OTHER WELLS)

N

DOMINION EXPLR. & PROD., INC.

BPU #6-13H

SECTION 13, T11S, R20E, S.L.B.&M.

2059' FNL 1979' FWL

UELS

Uintah Engineering & Land Surveying

85 South 200 East Vernal, Utah 84078

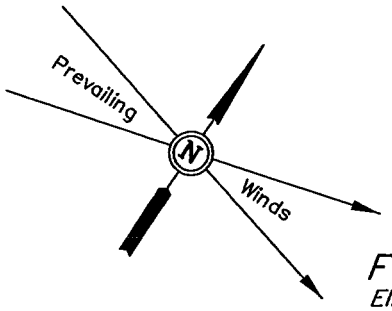
(435) 789-1017 * FAX (435) 789-1813

TOPOGRAPHIC MAP	04 MONTH	30 DAY	07 YEAR	D TOPO
SCALE: 1" = 1000'	DRAWN BY: C.P.	REVISED: 00-00-00		

XTO ENERGY, INC.

LOCATION LAYOUT FOR

BPU #6-13H
SECTION 13, T11S, R20E, S.L.B.&M.
2059' FNL 1979' FWL



SCALE: 1" = 50'
DATE: 05-02-07
Drawn By: C.H.
Revised 3-25-08 D.P.

NOTE:
Flare Pit is to be located a min. of 100' from the Well Head.

Proposed Access Road

Approx. Toe of Fill Slope

F-0.7'
El. 56.9'

F-0.6'
El. 57.0'

F-0.8'
El. 56.8'

Sta. 3+55

65'

175'

166'

DATA

CATWALK

PIPE RACKS

FLARE PIT

C-0.6'
El. 58.2'

20' WIDE BENCH

C-0.3'
El. 57.9'

C-0.5'
El. 58.1'

El. 58.2'
C-8.6'
(btm. pit)

27'

100'

9'

38'

RIG

DOG HOUSE

135'

Sta. 1+80

C-0.3'
El. 57.9'

C-0.4'
El. 58.0'

WATER

TRAILER

Total Pit Capacity
W/2' of Freeboard
= 10,750 Bbls. ±
Total Pit Volume
= 3,120 Cu. Yds.

Slope = 1-1/2:1

PUMP

TOILET

MUD TANKS

MUD SHED

10' WIDE BENCH

140'

HOPPER

FUEL

POWER

TRASH

TOOLS

RESERVE PITS
(8' Deep)

Sta. 0+67

FUEL

El. 59.3'
C-9.7'
(btm. pit)

STORAGE TANK

20' WIDE BENCH

C-1.7'
El. 59.3'

49'

180'

C-1.9'
El. 59.5'

Sta. 0+00

Reserve Pit Backfill & Spoils Stockpile

Topsoil Stockpile

CONSTRUCT DIVERSION DITCH

C-2.2'
El. 59.8'

C-2.2'
El. 59.8'

Approx. Top of Cut Slope

Elev. Ungraded Ground at Location Stake = 5057.6'
Elev. Graded Ground at Location Stake = 5058.0'

UINTAH ENGINEERING & LAND SURVEYING
85 So. 200 East * Vernal, Utah 84078 * (435) 789-1017

REGISTERED LAND SURVEYOR
ROBERT KAY
STATE OF UTAH

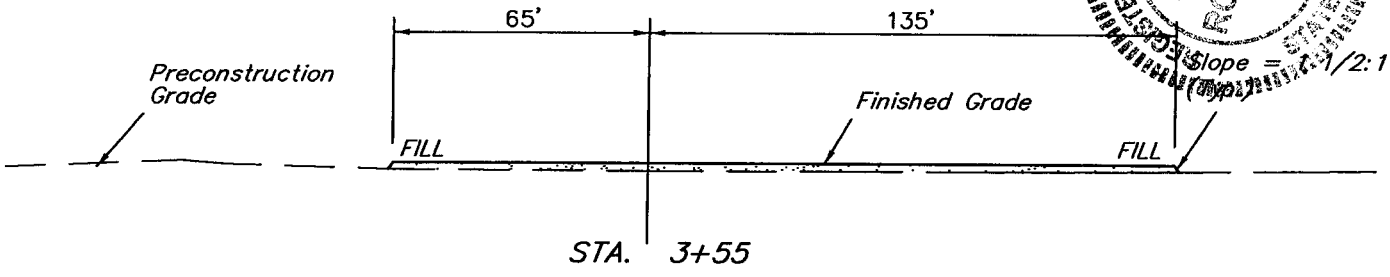
XTO ENERGY, INC.

TYPICAL CROSS SECTIONS FOR

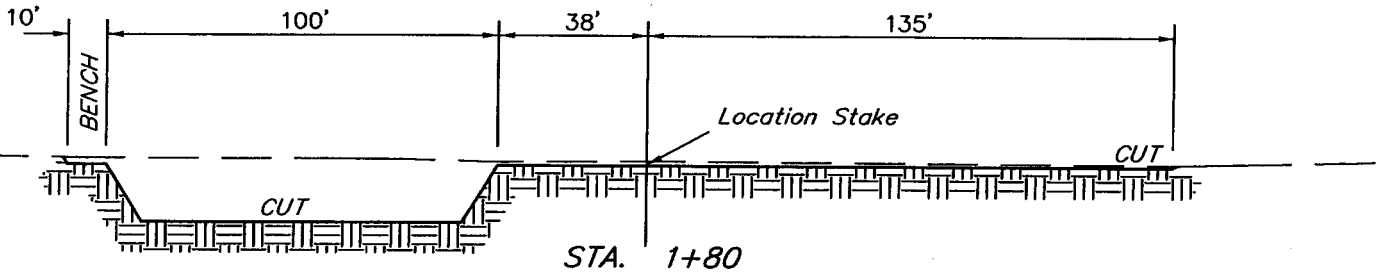
BPU #6-13H
SECTION 13, T11S, R20E, S.L.B.&M.
2059' FNL 1979' FWL

1" = 20'
X-Section Scale
1" = 50'

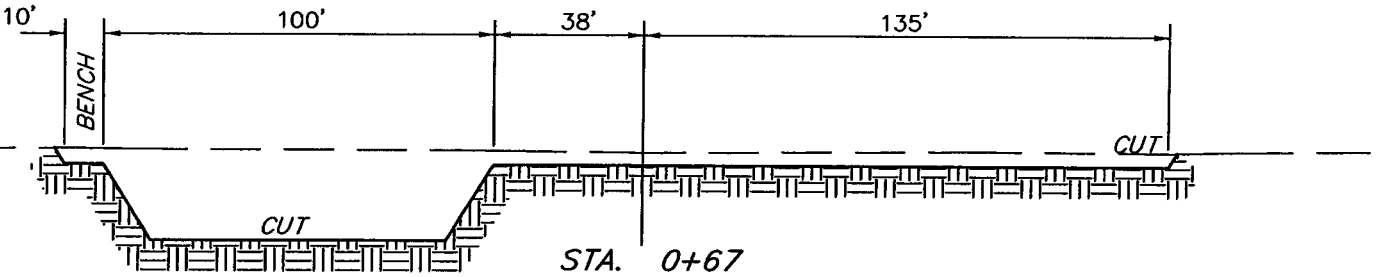
DATE: 05-02-07
Drawn By: C.H.
Revised 3-25-08 D.P.



STA. 3+55



STA. 1+80



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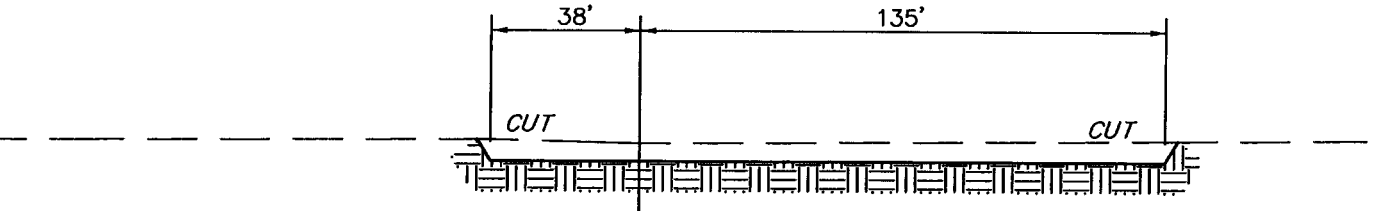


STA. 0+00

NOTE:
Topsoil should not be Stripped Below Finished Grade on Substructure Area.

* NOTE:
FILL QUANTITY INCLUDES 5% FOR COMPACTION

APPROXIMATE YARDAGES

CUT
(12") Topsoil Stripping = 3,290 Cu. Yds.
Remaining Location = 3,700 Cu. Yds.

TOTAL CUT = 6,990 CU.YDS.
FILL = 1,800 CU.YDS.

EXCESS MATERIAL = 5,190 Cu. Yds.
Topsoil & Pit Backfill (1/2 Pit Vol.) = 4,850 Cu. Yds.
EXCESS UNBALANCE (After Interim Rehabilitation) = 340 Cu. Yds.

UINTAH ENGINEERING & LAND SURVEYING
85 So. 200 East * Vernal, Utah 84078 * (435) 789-1017

XTO ENERGY, INC.

BPU #6-13H

LOCATED IN UINTAH COUNTY, UTAH
SECTION 13, T11S, R20E, S.L.B.&M.

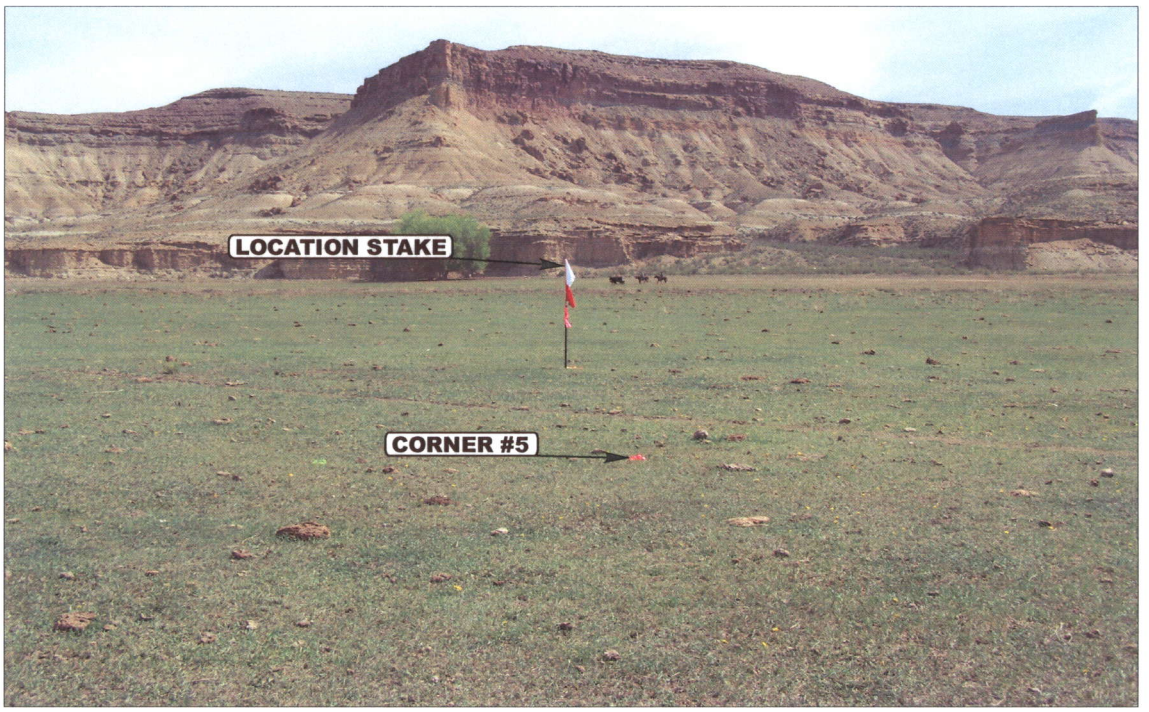
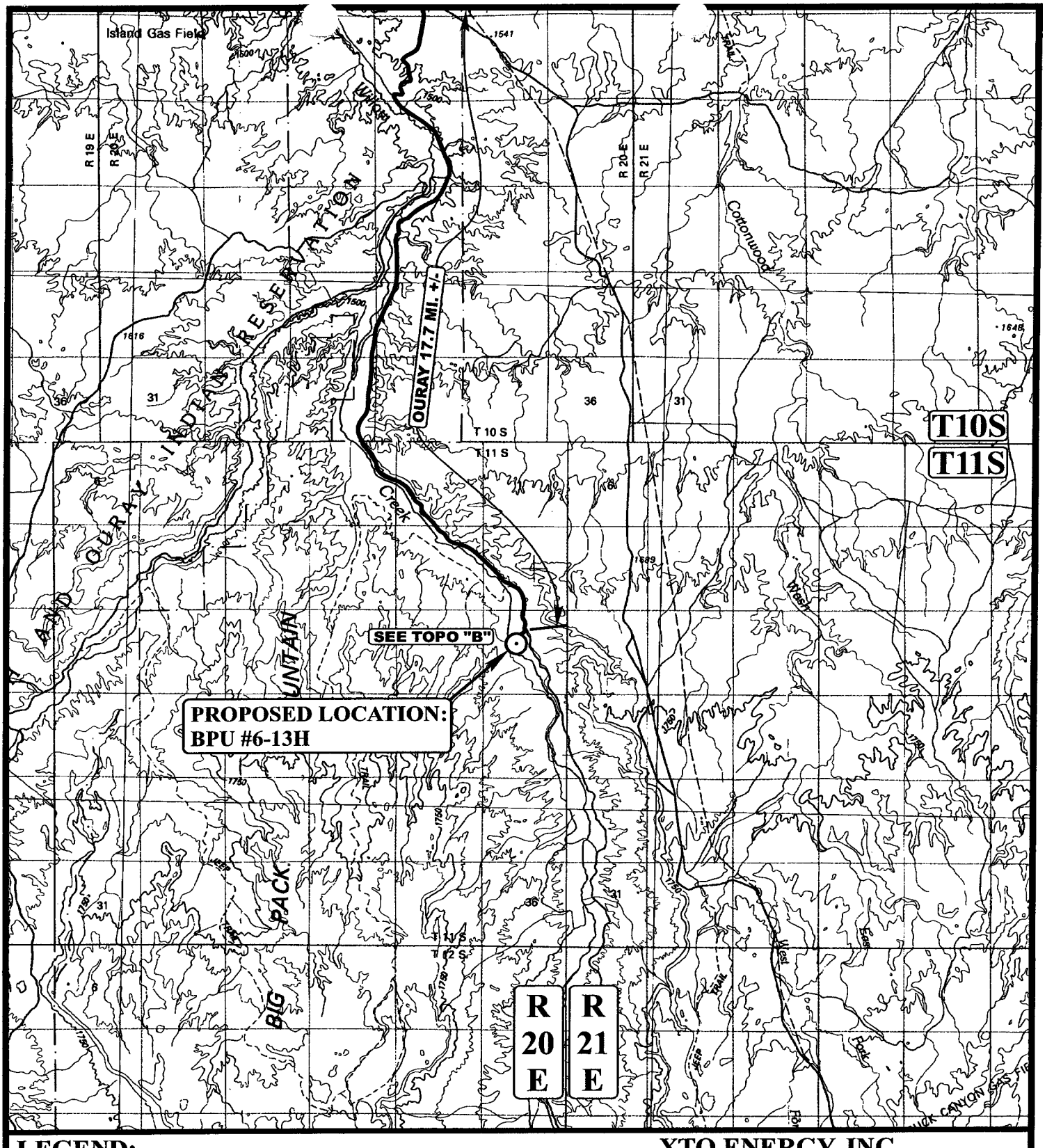


PHOTO: VIEW FROM CORNER #5 TO LOCATION STAKE **CAMERA ANGLE: NORTHEASTERLY**

PHOTO: VIEW FROM BEGINNING OF PROPOSED ACCESS **CAMERA ANGLE: SOUTHWESTERLY**

- Since 1964 -
Uintah Engineering & Land Surveying
85 South 200 East Vernal, Utah 84078
435-789-1017 uels@uelsinc.com

LOCATION PHOTOS	04 MONTH	30 DAY	07 YEAR	PHOTO
TAKEN BY: B.B.	DRAWN BY: C.P.	REV: 3-25-08 G.L.		



LEGEND:

⊙ PROPOSED LOCATION

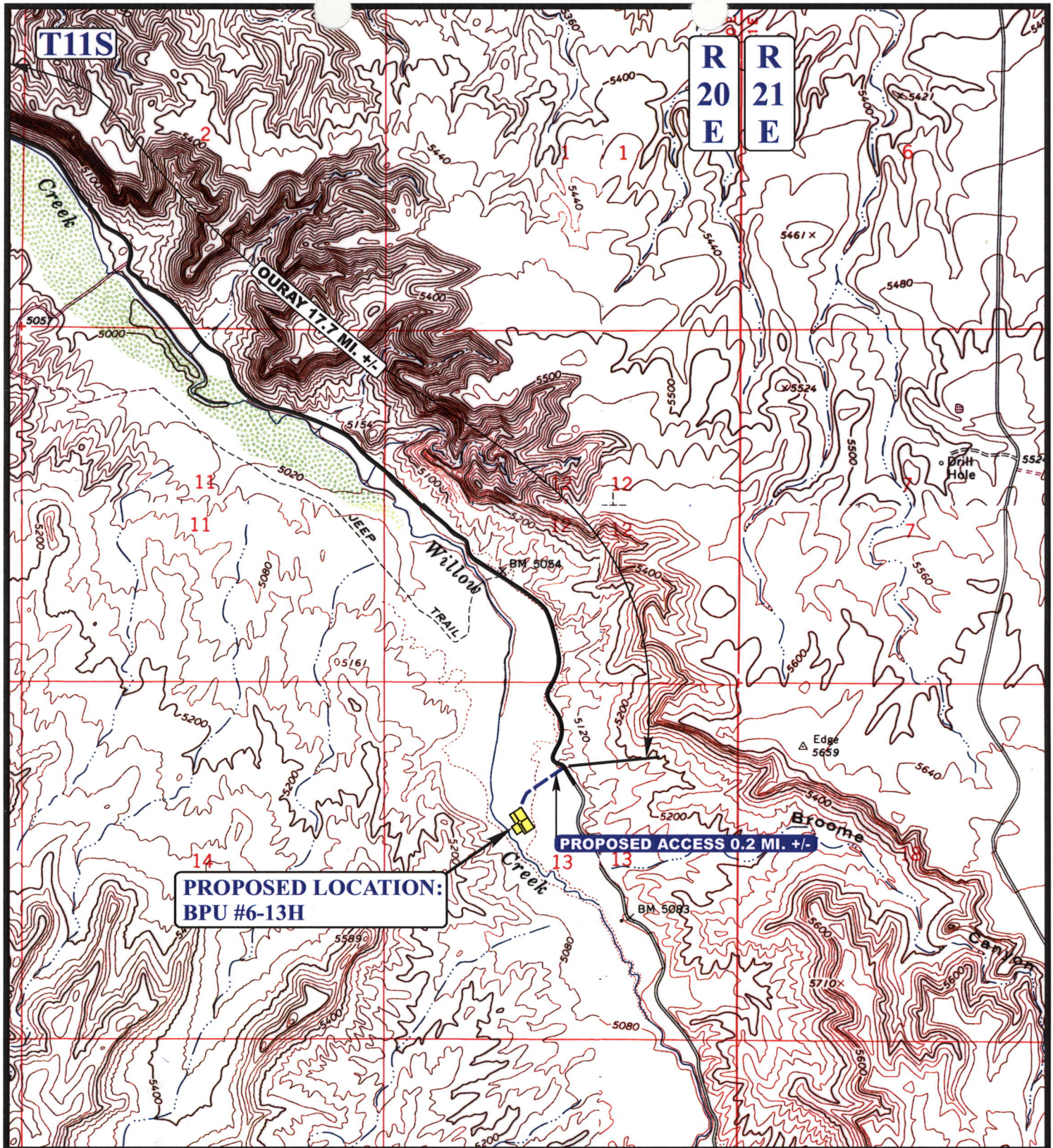
N

XTO ENERGY, INC.

BPU #6-13H
SECTION 13, T11S, R20E, S.L.B.&M.
2059' FNL 1979' FWL

Uintah Engineering & Land Surveying
85 South 200 East Vernal, Utah 84078
(435) 789-1017 * FAX (435) 789-1813

TOPOGRAPHIC MAP	04 MONTH	30 DAY	07 YEAR	A TOPO
SCALE: 1:100,000	DRAWN BY: C.P.	REV: 3-25-08 G.L.		



LEGEND:

EXISTING ROAD

PROPOSED ACCESS ROAD

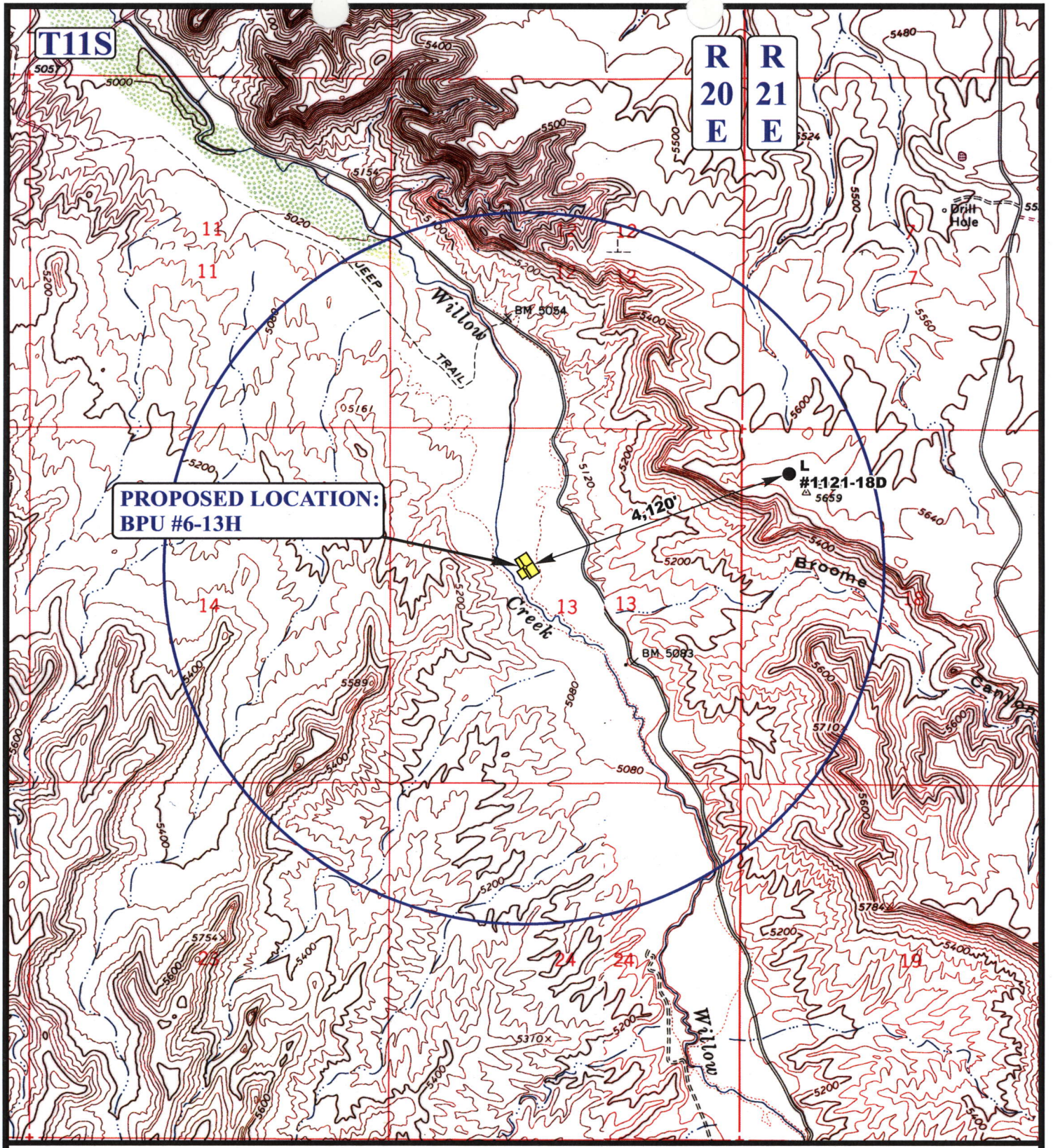
N

XTO ENERGY, INC.

BPU #6-13H
SECTION 13, T11S, R20E, S.L.B.&M.
2059' FNL 1979' FWL

Uintah Engineering & Land Surveying
85 South 200 East Vernal, Utah 84078
(435) 789-1017 * FAX (435) 789-1813

TOPOGRAPHIC MAP	04 MONTH	30 DAY	07 YEAR	B TOPO
SCALE: 1" = 2000'	DRAWN BY: C.P.	REV: 3-25-08 G.L.		



LEGEND:

- DISPOSAL WELLS
- PRODUCING WELLS
- SHUT IN WELLS
- WATER WELLS
- ABANDONED WELLS
- TEMPORARILY ABANDONED

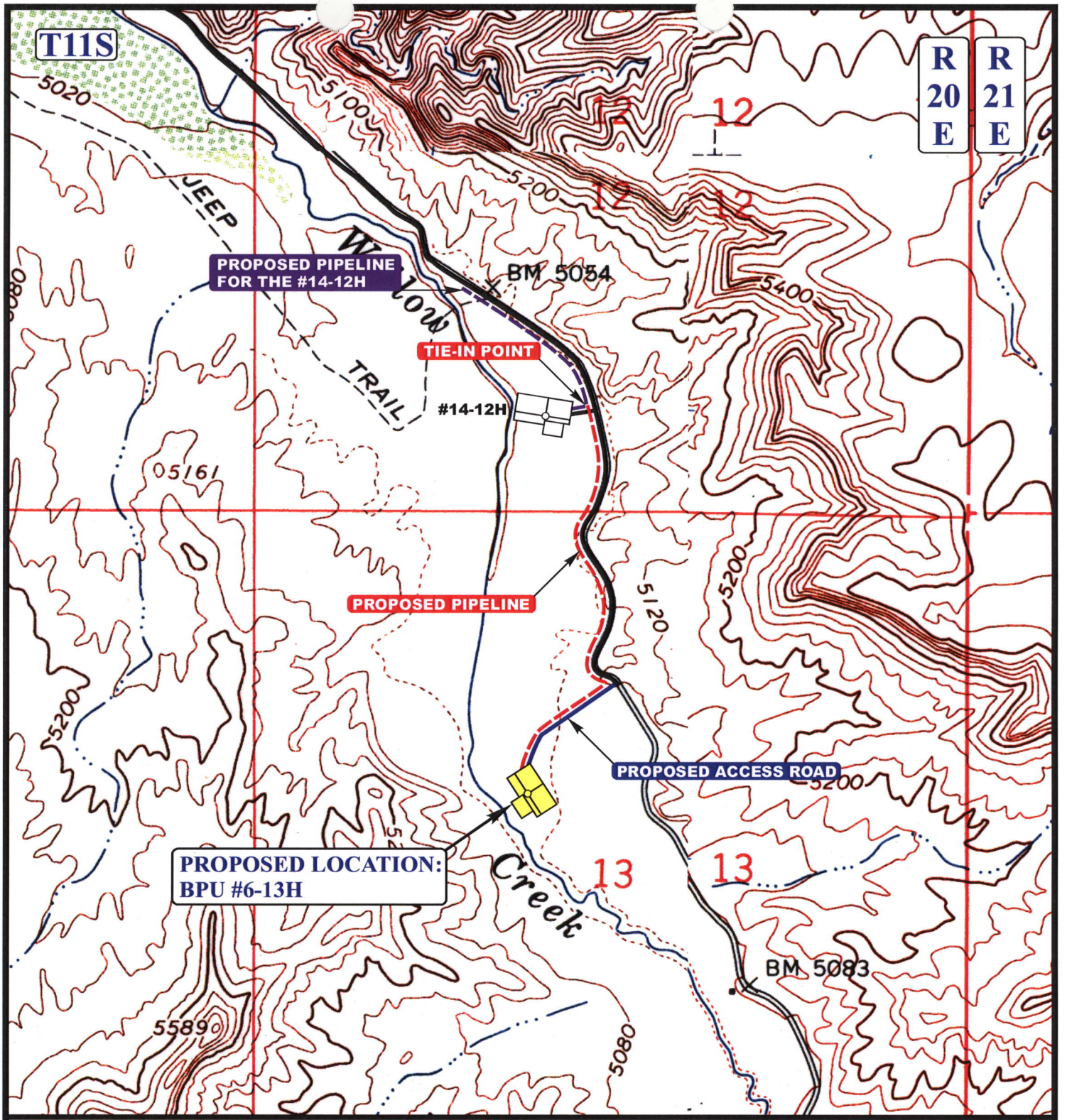
N

XTO ENERGY, INC.

BPU #6-13H
SECTION 13, T11S, R20E, S.L.B.&M.
2059' FNL 1979' FWL

Uintah Engineering & Land Surveying
85 South 200 East Vernal, Utah 84078
(435) 789-1017 * FAX (435) 789-1813

TOPOGRAPHIC MAP	04 MONTH	30 DAY	07 YEAR	C TOPO
SCALE: 1" = 2000'	DRAWN BY: C.P.	REV: 3-25-08 G.L.		



APPROXIMATE TOTAL PIPELINE DISTANCE = 3,159' +/-

LEGEND:

PROPOSED ACCESS ROAD

PROPOSED PIPELINE

PROPOSED PIPELINE (SERVICING OTHER WELLS)

N

XTO ENERGY, INC.

BPU #6-13H
SECTION 13, T11S, R20E, S.L.B.&M.
2059' FNL 1979' FWL

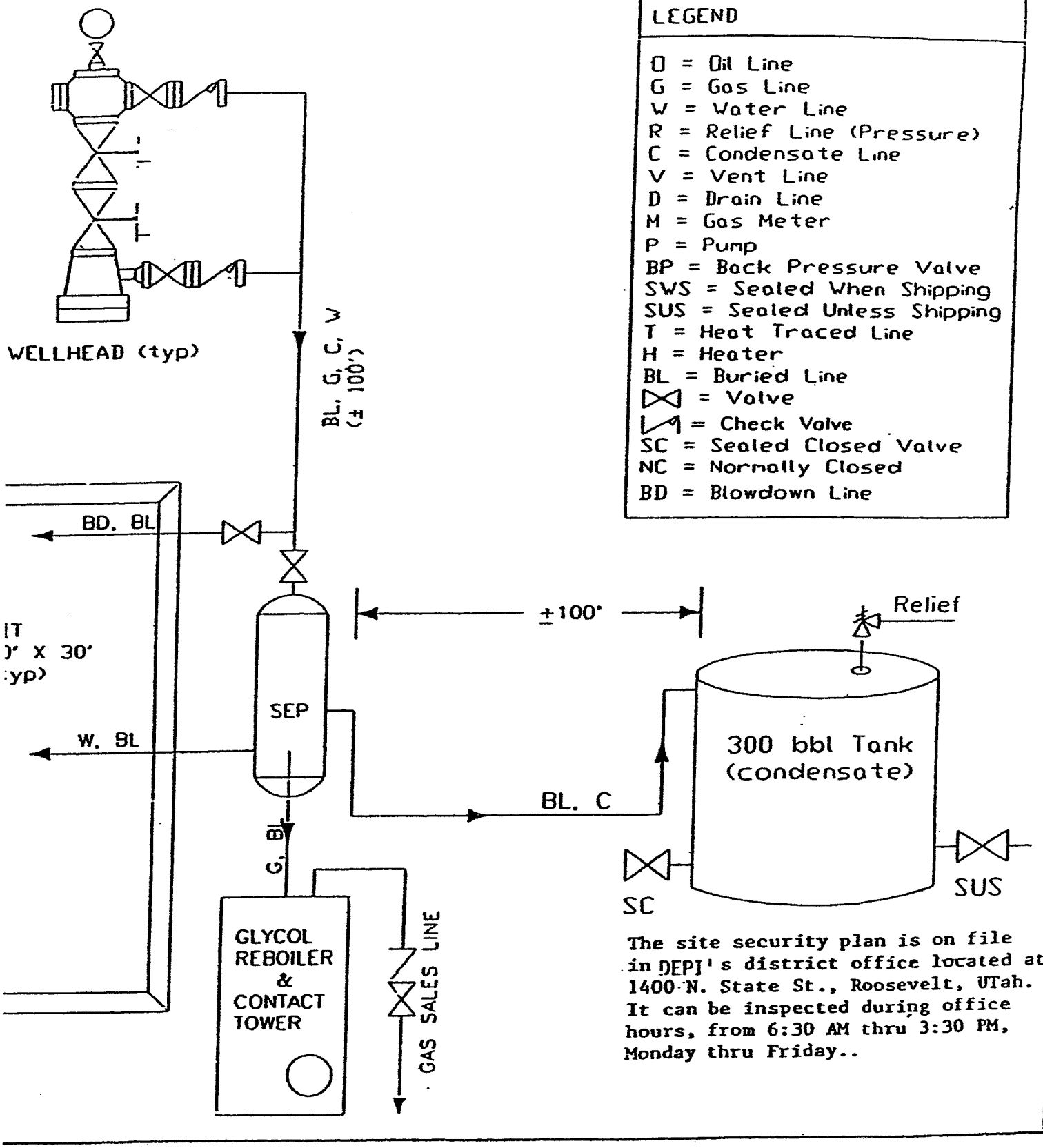
UELS
Uintah Engineering & Land Surveying
85 South 200 East Vernal, Utah 84078
(435) 789-1017 * FAX (435) 789-1813

TOPOGRAPHIC MAP	04 MONTH	30 DAY	07 YEAR	D TOPO
SCALE: 1" = 1000'	DRAWN BY: C.P.	REV: 3-25-08 G.L.		

XTO ENERGY, INC.
BPU #6-13H
SECTION 13, T11S, R20E, S.L.B.&M.

PROCEED IN A WESTERLY DIRECTION FROM VERNAL, UTAH ALONG U.S. HIGHWAY 40 APPROXIMATELY 14.0 MILES TO THE JUNCTION OF STATE HIGHWAY 88; EXIT LEFT AND PROCEED IN A SOUTHERLY DIRECTION APPROXIMATELY 17.0 MILES TO OURAY, UTAH; PROCEED IN A SOUTHERLY, THEN SOUTHEASTERLY DIRECTION APPROXIMATELY 9.1 MILES ON THE SEEP RIDGE ROAD TO THE JUNCTION OF THIS ROAD AND AN EXISTING ROAD TO THE SOUTH; TURN RIGHT AND PROCEED IN A SOUTHERLY DIRECTION APPROXIMATELY 8.6 MILES TO THE BEGINNING OF THE PROPOSED ACCESS TO THE SOUTHWEST; FOLLOW ROAD FLAGS IN A SOUTHWESTERLY DIRECTION APPROXIMATELY 0.2 MILES TO THE PROPOSED LOCATION.

TOTAL DISTANCE FROM VERNAL, UTAH TO THE PROPOSED WELL LOCATION IS APPROXIMATELY 48.9 MILES.



The site security plan is on file in DEPI's district office located at 1400 N. State St., Roosevelt, UTah. It can be inspected during office hours, from 6:30 AM thru 3:30 PM, Monday thru Friday..

WORKSHEET

APPLICATION FOR PERMIT TO DRILL

APD RECEIVED: 04/10/2008

API NO. ASSIGNED: 43-047-39998

WELL NAME: BPU 6-13H

OPERATOR: XTO ENERGY INC (N2615)

PHONE NUMBER: 405-749-5263

CONTACT: DON HAMILTON

PROPOSED LOCATION:

SENW 13 110S 200E

SURFACE: 2059 FNL 1979 FWL

BOTTOM: 2059 FNL 1979 FWL

COUNTY: UINTAH

LATITUDE: 39.86206 LONGITUDE: -109.6294

UTM SURF EASTINGS: 617233 NORTHINGS: 4413137

FIELD NAME: UNDESIGNATED (2)

INSPECT LOCATN BY: / /

Tech Review	Initials	Date
Engineering	DKD	8/5/08
Geology		
Surface		

LEASE TYPE: 4 - Fee

LEASE NUMBER: FEE

SURFACE OWNER: 4 - Fee

PROPOSED FORMATION: WSMVD

COALBED METHANE WELL? NO

RECEIVED AND/OR REVIEWED:

✓ Plat

✓ Bond: Fed[] Ind[] Sta[] Fee[]
(No. 104312762)

N Potash (Y/N)

N Oil Shale 190-5 (B) or 190-3 or 190-13

✓ Water Permit
(No. 43-10991)

N RDCC Review (Y/N)
(Date:)

Y Fee Surf Agreement (Y/N)

N/A Intent to Commingle (Y/N)

LOCATION AND SITING:

___ R649-2-3.

Unit: ___

✓ R649-3-2. General
Siting: 460 From Qtr/Qtr & 920' Between Wells

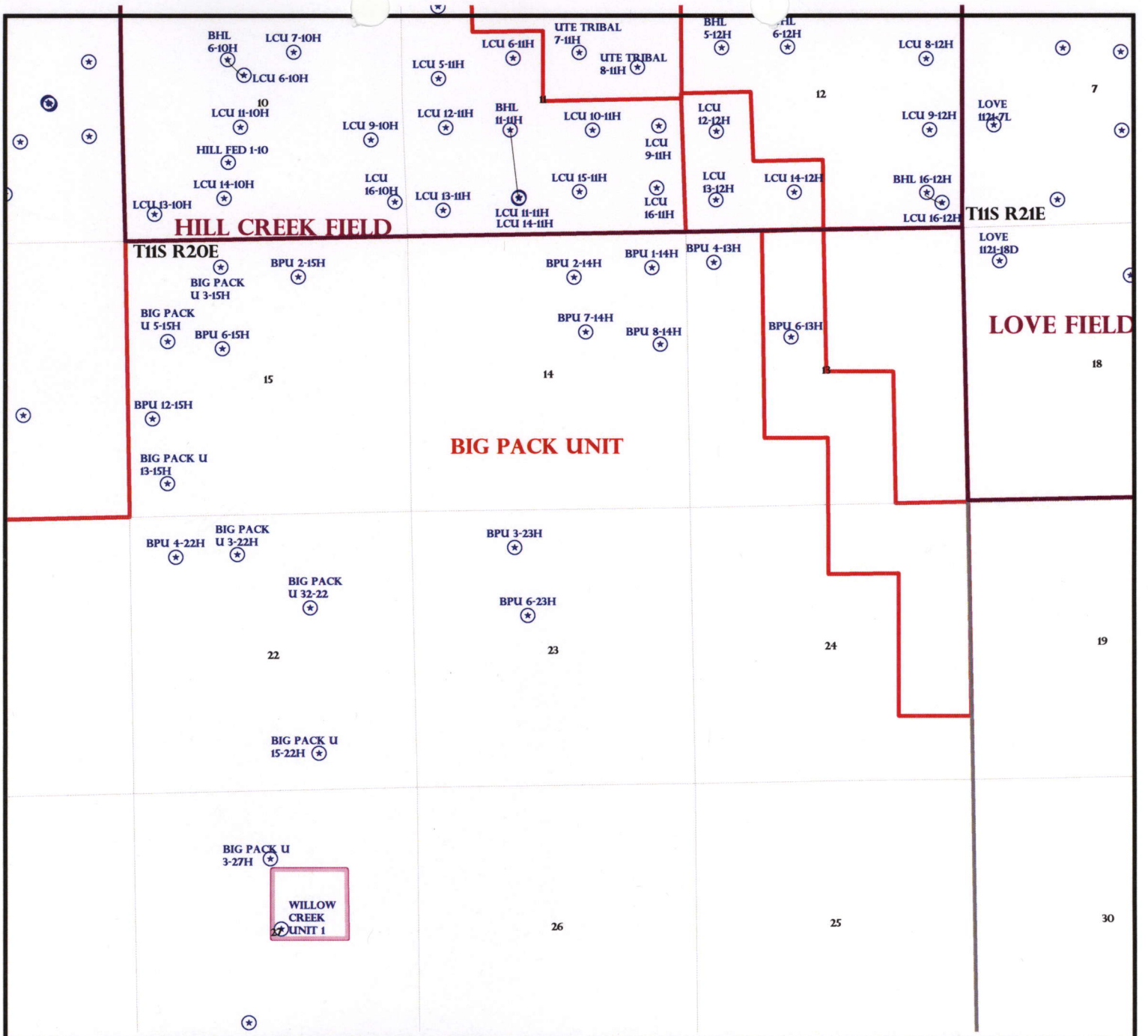
___ R649-3-3. Exception

___ Drilling Unit
Board Cause No: ___
Eff Date: ___
Siting: ___

___ R649-3-11. Directional Drill

COMMENTS: Needs Presite (06-24-08)

STIPULATIONS: (1) Surface Csg Cmt Stip
(2) Statement of Basis



OPERATOR: XTO ENERGY INC (N2615)

SEC: 13,14,15, T.11S R. 20E

FIELD: UNDESIGNATED (002)

COUNTY: UINTAH

SPACING: R649-3-2 / GENERAL SITING

Field Status
- ABANDONED
- ACTIVE
- COMBINED
- INACTIVE
- PROPOSED
- STORAGE
- TERMINATED

Unit Status
- EXPLORATORY
- GAS STORAGE
- NF PP OIL
- NF SECONDARY
- PENDING
- PI OIL
- PP GAS
- PP GEOTHERML
- PP OIL
- SECONDARY
- TERMINATED

Wells Status
- GAS INJECTION
- GAS STORAGE
- LOCATION ABANDONED
- NEW LOCATION
- PLUGGED & ABANDONED
- PRODUCING GAS
- PRODUCING OIL
- SHUT-IN GAS
- SHUT-IN OIL
- TEMP. ABANDONED
- TEST WELL
- WATER INJECTION
- WATER SUPPLY
- WATER DISPOSAL
- DRILLING

UTAH DNR
OIL, GAS & MINING

N
W E
S

PREPARED BY: DIANA MASON
DATE: 10-APRIL-2008

Application for Permit to Drill
Statement of Basis

APD No	API WellNo	Status	Well Type	Surf Ownr	CBM
739	43-047-39998-00-00		GW	P	No

Operator XTO ENERGY INC **Surface Owner-APD**
Well Name BPU 6-13H **Unit**
Field UNDESIGNATED **Type of Work**
Location SENW 13 11S 20E S 2059 FNL 1979 FWL GPS Coord (UTM) 617233E 4413137N

Geologic Statement of Basis

XTO proposes to set 2,200 feet of surface casing cemented to the surface. The base of the moderately saline water is estimated at 3,000 feet. A search of Division of Water Rights records shows no water wells within a 10,000 foot radius of the proposed location. The surface formation at this location is the Uinta Formation. The Uinta Formation is made up of discontinuous sands interbedded with shales and are not expected to produce prolific aquifers. The proposed Casing and cement program should adequately protect usable ground water. Production casing cement should be brought up above the base of the moderately saline ground water to isolate it from fresher waters uphole.

Brad Hill — 7/16/2008
APD Evaluator — **Date / Time**

Surface Statement of Basis

The site is approximately 17 miles southwest of Ouray, Utah and in an oil field area known as the Big Pack Unit. Willow Creek contains an incised perennial stream and is the principal drainage in the area. Willow Creek flows north toward the Green River a distance of approximately 12 miles. Access to the location is by Uintah county maintained roads to within 0.2 miles of the site. New construction will be required from this point.

The location is planned in the flat bottom of Willow Creek along the west side of an irrigated pasture immediately west of the Willow Creek road. Willow Creek is approximately 250 feet to the west of the proposed pad. The location is probably within the mapped 100-year flood plain. No evidence of historic flooding is currently visible. The flat has a very slight slope to the north. Flood irrigation water enters the pasture from the south and flows northerly. The irrigation ditch continues to the west adjacent to the side of the proposed location. The integrity of all ditches needs to be maintained. It was decided to rotate the location 180 degrees to reduce the amount of pasture interrupted after the reserve pit is reclaimed. The access road will also follow the fence line and ditch to the south entering the pad from the south. This also will reduce the amount of pasture lost with the operation. Approximately 6 inches of topsoil will be removed which will put the top of the location below grade. Gravel will be used to harden the site and a berm constructed around the perimeter of the pad to prevent irrigational flows across from running onto to it. XTO may elect to fence the location. It is not required by the surface owner.

The surface and minerals are FEE both being owned by the Alameda Corporation. George Jackson of the Alameda Corporation attended the pre-site evaluation. He explained the irrigation system. Burying the pipelines as suggested by XTO will meet their needs to maintain surface irrigation flows. As the pad or portions of it are re-vegetated, XTO will discuss the seeding with the landowner.

The pre-drill investigation did not reveal any significant issues or situations, which should prohibit access to or drilling and operating the well at this site. The proposed location appears to be the best site for drilling and operating a well in the immediate area

Floyd Bartlett	6/24/2008
Onsite Evaluator	**Date / Time**

Conditions of Approval / Application for Permit to Drill

Category	Condition
Drilling	Location will be turned 180 degrees.
Pits	A synthetic liner with a minimum thickness of 16 mils with a felt subliner shall be properly installed and maintained in the reserve pit.
Surface	The well site shall be bermed to prevent fluids from entering or leaving the pad.
Surface	The reserve pit shall be fenced upon completion of drilling operations.

ON-SITE PREDRILL EVALUATION

Utah Division of Oil, Gas and Mining

Operator	XTO ENERGY INC						
Well Name	BPU 6-13H						
API Number	43-047-39998-0		**APD No** 739			**Field/Unit** UNDESIGNATED	
Location: 1/4,1/4	SENW	**Sec** 13	**Tw** 11S	**Rng** 20E	2059 FNL 1979 FWL		
GPS Coord (UTM)	617241	4413137	**Surface Owner**				

Participants

Floyd Bartlett (DOGM),Ken Secrist, Jody Mecham and Zander Mcentire (Dominion), Jim Davis (SITLA), Brandon Bowthorpe(U.E.L.S.),Bill McClure (LaRose Construction), Randy Jackson (Jackson Construction), George Jackson (Representing Alameda Corporation)

Regional/Local Setting & Topography

The site is approximately 17 miles southwest of Ouray, Utah and in an oil field area known as the Big Pack Unit. Willow Creek contains an incised perennial stream and is the principal drainage in the area. Willow Creek flows north toward the Green River a distance of approximately 12 miles. Access to the location is by Uintah county maintained roads to within 0.2 miles of the site. New construction will be required from this point.

The location is planned in the flat bottom of Willow Creek along the west side of an irrigated pasture immediately west of the Willow Creek road. Willow Creek is approximately 250 feet to the west of the proposed pad. The location is probably within the mapped 100-year flood plain. No evidence of historic flooding is currently visible. The flat has a very slight slope to the north. Flood irrigation water enters the pasture from the south and flows northerly. The irrigation ditch continues to the west adjacent to the side of the proposed location. The integrity of all ditches needs to be maintained. It was decided to rotate the location 180 degrees to reduce the amount of pasture interrupted after the reserve pit is reclaimed. The access road will also follow the fence line and ditch to the south entering the pad from the south. This also will reduce the amount of pasture lost with the operation. Approximately 6 inches of topsoil will be removed which will put the top of the location below grade. Gravel will be used to harden the site and a berm constructed around the perimeter of the pad to prevent irrigational flows across from running onto to it. XTO may elect to fence the location. It is not required by the surface owner.

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The pre-drill investigation did not reveal any significant issues or situations, which should prohibit access to or drilling and operating the well at this site. The proposed location appears to be the best site for drilling and operating a well in the immediate area

Surface Use Plan

Current Surface Use

Grazing
Agricultural
Wildlfe Habitat

New Road Miles	**Well Pad**		**Src Const Material**	**Surface Formation**
0.2	**Width** 283	**Length** 355	Onsite	GRRV

Ancillary Facilities N

Waste Management Plan Adequate.

Environmental Parameters

Affected Floodplains and/or Wetland Y

The location is probably within the mapped 100-year flood plain. No evidence of historic flooding is currently visible.

Flora / Fauna

Antelope, deer, elk, coyotes, rabbits and miscellaneous small mammals and birds.

Irrigated pasture dominated by wheatgrass and smooth bromegrass. Morning glory, giant whitetop, rumex and other weedy species are also present.

Soil Type and Characteristics

Moderately deep clayey sandy loam.

Erosion Issues N

Sedimentation Issues N

Site Stability Issues N

Drainage Diverson Required N

Berm Required? Y

Erosion Sedimentation Control Required? Y

Gravel will be used to harden the site and a berm constructed around the perimeter of the pad to prevent irrigational flows across from running onto to it.

Paleo Survey Run? N **Paleo Potental Observed?** N **Cultural Survey Run?** N **Cultural Resources?**

Reserve Pit

Site-Specific Factors		**Site Ranking**
Distance to Groundwater (feet)	<25 or recharge area	20
Distance to Surface Water (feet)	200 to 300	10
Dist. Nearest Municipal Well (ft)	>5280	0
Distance to Other Wells (feet)	300 to 1320	10
Native Soil Type	Mod permeability	10
Fluid Type	Fresh Water	5
Drill Cuttings	Normal Rock	0
Annual Precipitation (inches)	<10	0
Affected Populations	<10	0
Presence Nearby Utility Conduits	Not Present	0
	Final Score	55 1 **Sensitivity Level**

Characteristics / Requirements

The reserve pit is planned in the northeast corner of the location. It will be 100' x 140' x 8' deep with 10'- 20' bench constructed around the outside. It will be lined with a minimum 16-mil liner

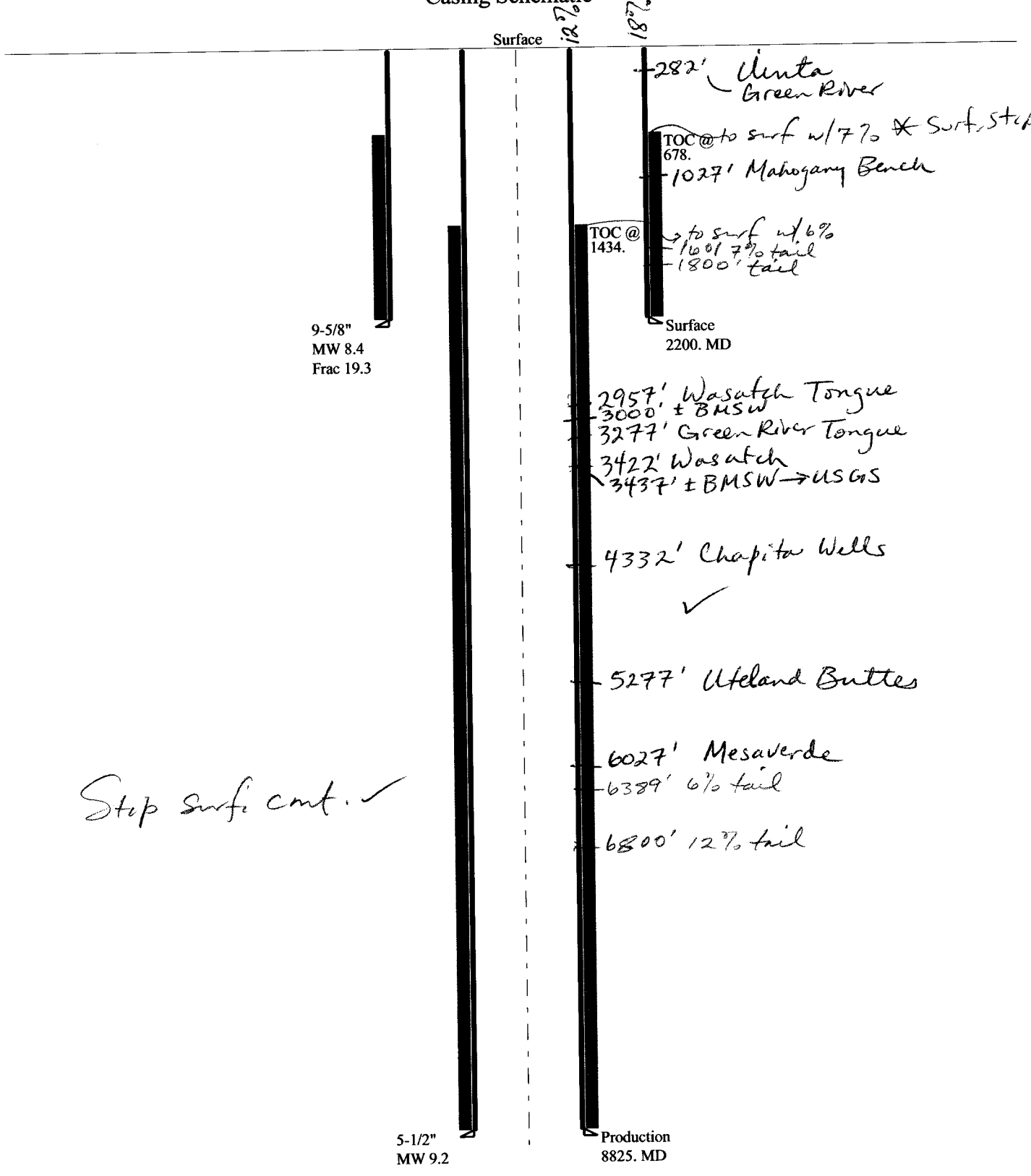
Closed Loop Mud Required: **Liner Required?** Y **Liner Thickness** 16 **Pit Underlayment Required?** Y

Other Observations / Comments

Floyd Bartlett	6/24/2008
Evaluator	**Date / Time**

2008-07 XTO BPU 6-13H

Casing Schematic



Well name: **2008-07 XTO BPU 6-13H**

Operator: **XTO Energy, Inc.**

String type: Surface

Project ID: 43-047-39998

Location: Uintah County

Design parameters:

Collapse

Mud weight: 8.400 ppg

Design is based on evacuated pipe.

Burst

Max anticipated surface pressure: 1,936 psi

Internal gradient: 0.120 psi/ft

Calculated BHP 2,200 psi

No backup mud specified.

Minimum design factors:

Collapse:

Design factor 1.125

Burst:

Design factor 1.00

Tension:

8 Round STC: 1.80 (J)

8 Round LTC: 1.80 (J)

Buttress: 1.60 (J)

Premium: 1.50 (J)

Body yield: 1.50 (B)

Tension is based on air weight.

Neutral point: 1,927 ft

Environment:

H2S considered? No

Surface temperature: 65 °F

Bottom hole temperature: 96 °F

Temperature gradient: 1.40 °F/100ft

Minimum section length: 185 ft

Cement top: 678 ft

Non-directional string.

Re subsequent strings:

Next setting depth: 8,825 ft

Next mud weight: 9.200 ppg

Next setting BHP: 4,218 psi

Fracture mud wt: 19.250 ppg

Fracture depth: 2,200 ft

Injection pressure: 2,200 psi

Run Seq	Segment Length (ft)	Size (in)	Nominal Weight (lbs/ft)	Grade	End Finish	True Vert Depth (ft)	Measured Depth (ft)	Drift Diameter (in)	Internal Capacity (ft^3)
1	2200	9.625	36.00	J-55	ST&C	2200	2200	8.796	954.9

Run Seq	Collapse Load (psi)	Collapse Strength (psi)	Collapse Design Factor	Burst Load (psi)	Burst Strength (psi)	Burst Design Factor	Tension Load (Kips)	Tension Strength (Kips)	Tension Design Factor
1	960	2020	2.104	2200	3520	1.60	79	394	4.97 J

Prepared by: Helen Sadik-Macdonald
Div of Oil,Gas & Minerals

Phone: 810-538-5357

Date: July 29,2008
Salt Lake City, Utah

ENGINEERING STIPULATIONS: NONE

Collapse strength is based on the Westcott, Dunlop & Kemler method of biaxial correction for tension.

Collapse is based on a vertical depth of 2200 ft, a mud weight of 8.4 ppg The casing is considered to be evacuated for collapse purposes.

Burst strength is not adjusted for tension.

Engineering responsibility for use of this design will be that of the purchaser.

Well name: **2008-07 XTO BPU 6-13H**

Operator: **XTO Energy, Inc.**

String type: Production

Project ID: 43-047-39998

Location: Uintah County

Design parameters:

Collapse

Mud weight: 9.200 ppg

Design is based on evacuated pipe.

Burst

Max anticipated surface pressure: 2,276 psi

Internal gradient: 0.220 psi/ft

Calculated BHP 4,218 psi

No backup mud specified.

Minimum design factors:

Collapse:

Design factor 1.125

Burst:

Design factor 1.00

Tension:

8 Round STC: 1.80 (J)

8 Round LTC: 1.80 (J)

Buttress: 1.60 (J)

Premium: 1.50 (J)

Body yield: 1.50 (B)

Tension is based on air weight.

Neutral point: 7,594 ft

Environment:

H2S considered? No

Surface temperature: 65 °F

Bottom hole temperature: 189 °F

Temperature gradient: 1.40 °F/100ft

Minimum section length: 368 ft

Cement top: 1,434 ft

Non-directional string.

Run Seq	Segment Length (ft)	Size (in)	Nominal Weight (lbs/ft)	Grade	End Finish	True Vert Depth (ft)	Measured Depth (ft)	Drift Diameter (in)	Internal Capacity (ft^3)
1	8825	5.5	17.00	N-80	LT&C	8825	8825	4.767	1151.9

Run Seq	Collapse Load (psi)	Collapse Strength (psi)	Collapse Design Factor	Burst Load (psi)	Burst Strength (psi)	Burst Design Factor	Tension Load (Kips)	Tension Strength (Kips)	Tension Design Factor
1	4218	6290	1.491	4218	7740	1.84	150	348	2.32 J

Prepared by: Helen Sadik-Macdonald
Div of Oil,Gas & Minerals

Phone: 810-538-5357

Date: July 29,2008
Salt Lake City, Utah

ENGINEERING STIPULATIONS: NONE

Collapse strength is based on the Westcott, Dunlop & Kemler method of biaxial correction for tension.

Collapse is based on a vertical depth of 8825 ft, a mud weight of 9.2 ppg The casing is considered to be evacuated for collapse purposes.

Burst strength is not adjusted for tension.

Engineering responsibility for use of this design will be that of the purchaser.

BOPE REVIEW

XTO BPU 6-13H API 43-047-39998

INPUT

Well Name	XTO BPU 6-13H API 43-047-39998			
	String 1	String 2		
Casing Size (")	9 5/8	5 1/2		
Setting Depth (TVD)	2200	8825		
Previous Shoe Setting Depth (TVD)	0	2200		
Max Mud Weight (ppg)	8.4	9.2	OK.	
BOPE Proposed (psi)	0	3000		
Casing Internal Yield (psi)	3520	7740		
Operators Max Anticipated Pressure (psi)	4100 → 4600	10.0 ppg	0.52	

Calculations	String 1	9 5/8 "	
Max BHP [psi]	.052*Setting Depth*MW =	961	
			BOPE Adequate For Drilling And Setting Casing at Depth?
MASP (Gas) [psi]	Max BHP-(0.12*Setting Depth) =	697	NO
MASP (Gas/Mud) [psi]	Max BHP-(0.22*Setting Depth) =	477	NO Reasonable Depth - not expected pressure
			*Can Full Expected Pressure Be Held At Previous Shoe?
Pressure At Previous Shoe	Max BHP-.22*(Setting Depth - Previous Shoe Depth) =	477	NO
Required Casing/BOPE Test Pressure		2200	psi
*Max Pressure Allowed @ Previous Casing Shoe =		0	psi *Assumes 1psi/ft frac gradient

Calculations	String 2	5 1/2 "	
Max BHP [psi]	.052*Setting Depth*MW =	4222	
			BOPE Adequate For Drilling And Setting Casing at Depth?
MASP (Gas) [psi]	Max BHP-(0.12*Setting Depth) =	3163	NO
MASP (Gas/Mud) [psi]	Max BHP-(0.22*Setting Depth) =	2280	YES ✓
			*Can Full Expected Pressure Be Held At Previous Shoe?
Pressure At Previous Shoe	Max BHP-.22*(Setting Depth - Previous Shoe Depth) =	2764	← NO OK
Required Casing/BOPE Test Pressure		3000	psi
*Max Pressure Allowed @ Previous Casing Shoe =		2200	psi *Assumes 1psi/ft frac gradient

JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

State of Utah
DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

August 5, 2008

XTO Energy, Inc.
382 CR 3100
Aztec, NM 87410

Re: BPU 6-13H Well, 2059' FNL, 1979' FWL, SE NW, Sec. 13, T. 11 South, R. 20 East, Uintah County, Utah

Gentlemen:

Pursuant to the provisions and requirements of Utah Code Ann.§ 40-6-1 *et seq.*, Utah Administrative Code R649-3-1 *et seq.*, and the attached Conditions of Approval, approval to drill the referenced well is granted.

This approval shall expire one year from the above date unless substantial and continuous operation is underway, or a request for extension is made prior to the expiration date. The API identification number assigned to this well is 43-047-39998.

Sincerely,

Gil Hunt
Associate Director

pab
Enclosures

cc: Uintah County Assessor

1594 West North Temple, Suite 1210, PO Box 145801, Salt Lake City, UT 84114-5801
telephone (801) 538-5340 • facsimile (801) 359-3940 • TTY (801) 538-7458 • *www.ogm.utah.gov*

UTAH DNR OIL, GAS & MINING

Operator: XTO Energy, Inc.

Well Name & Number BPU 6-13H

API Number: 43-047-39998

Lease: Fee

Location: SE NW **Sec.** 13 **T.** 11 South **R.** 20 East

Conditions of Approval

1. **General**

   Compliance with the requirements of Utah Admin. R. 649-1 *et seq.*, the Oil and Gas Conservation General Rules, and the applicable terms and provisions of the approved Application for permit to drill.

2. **Notification Requirements**

   The operator is required to notify the Division of Oil, Gas and Mining of the following action during drilling of this well:

   - 24 hours prior to cementing or testing casing – contact Dan Jarvis
   - 24 hours prior to testing blowout prevention equipment – contact Dan Jarvis
   - 24 hours prior to spudding the well – contact Carol Daniels
   - Within 24 hours of any emergency changes made to the approved drilling program – contact Dustin Doucet
   - Prior to commencing operations to plug and abandon the well – contact Dan Jarvis

   The operator is required to get approval from the Division of Oil, Gas and Mining before performing any of the following actions during the drilling of this well:

   - Plugging and abandonment or significant plug back of this well – contact Dustin Doucet
   - Any changes to the approved drilling plan – contact Dustin Doucet

   The following are Division of Oil, Gas and Mining contacts and their telephone numbers (please leave a voice mail message if the person is not available to take the call):

   - Dan Jarvis at: (801) 538-5338 office (801) 942-0871 home
   - Carol Daniels at: (801) 538-5284 office
   - Dustin Doucet at: (801) 538-5281 office (801) 733-0983 home

3. **Reporting Requirements**

   All required reports, forms and submittals will be promptly filed with the Division, including but not limited to the Entity Action Form (Form 6), Report of Water Encountered During Drilling (Form 7), Weekly Progress Reports for drilling and completion operations, and Sundry Notices and Reports on Wells requesting approval of change of plans or other operational actions.

4. Compliance with the Conditions of Approval/Application for Permit to Drill outlined in the Statement of Basis. (Copy Attached)

5. Surface casing shall be cemented to surface.

FORM 9

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

5. LEASE DESIGNATION AND SERIAL NUMBER: Patented

SUNDRY NOTICES AND REPORTS ON WELLS

6. IF INDIAN, ALLOTTEE OR TRIBE NAME: N/A

Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.

7. UNIT or CA AGREEMENT NAME: Big Pack Unit

1. TYPE OF WELL: OIL WELL ☐ GAS WELL ☑ OTHER

8. WELL NAME and NUMBER: BPU 6-13H

2. NAME OF OPERATOR: XTO Energy, Inc.

9. API NUMBER: 4304739998

3. ADDRESS OF OPERATOR: P.O. Box 1360 CITY Roosevelt STATE UT ZIP 84066

PHONE NUMBER: (435) 722-4521

10. FIELD AND POOL, OR WILDCAT: undesignated

4. LOCATION OF WELL

FOOTAGES AT SURFACE: 2,059' FNL & 1,979' FWL,

COUNTY: Uintah

QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: SENW 13 11S 20E S

STATE: UTAH

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
☐ NOTICE OF INTENT (Submit in Duplicate)	☐ ACIDIZE	☐ DEEPEN	☐ REPERFORATE CURRENT FORMATION
Approximate date work will start: _____	☐ ALTER CASING	☐ FRACTURE TREAT	☐ SIDETRACK TO REPAIR WELL
	☐ CASING REPAIR	☐ NEW CONSTRUCTION	☐ TEMPORARILY ABANDON
	☐ CHANGE TO PREVIOUS PLANS	☐ OPERATOR CHANGE	☐ TUBING REPAIR
	☐ CHANGE TUBING	☐ PLUG AND ABANDON	☐ VENT OR FLARE
☑ SUBSEQUENT REPORT (Submit Original Form Only)	☐ CHANGE WELL NAME	☐ PLUG BACK	☐ WATER DISPOSAL
Date of work completion: _____	☐ CHANGE WELL STATUS	☐ PRODUCTION (START/RESUME)	☐ WATER SHUT-OFF
	☐ COMMINGLE PRODUCING FORMATIONS	☐ RECLAMATION OF WELL SITE	☑ OTHER: Updated Surface Use Plan Page
	☐ CONVERT WELL TYPE	☐ RECOMPLETE - DIFFERENT FORMATION	

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.

XTO Energy, Inc. respectfully submits the attached last page of the surface use plan to replace that page previously submitted that incorrectly stated that Alameda was the mineral estate owner. The following updated page correctly reflects that the ownership is more simply fee since it is actually held by many owners.

NAME (PLEASE PRINT) Don Hamilton TITLE Agent for XTO Energy, Inc.

SIGNATURE Don Hamilton DATE 8/25/2008

(This space for State use only)

RECEIVED
AUG 27 2008
DIV. OF OIL, GAS & MINING

(5/2000) (See Instructions on Reverse Side)

11. Surface and Mineral Ownership:

a. Surface Ownership – Fee surface; owned by: Alameda Corp. 13.67%, O.S. Wyatt Jr. 86.33 James R. Eltzroth P.O. Box 270780, Corpus Christi TX, 78471. The landowner contact is George Jackson who can be reached at 435-828-4158.

b. Mineral Ownership – Fee ownership.

12. Other Information:

a. Operators Contact Information:

Title	Name	Office Phone	Mobile Phone	e-mail
Company Rep.	Ken Secrest	435-722-4521	435-828-1450	Ken_Secrest@xtoenergy.com
Agent	Don Hamilton	435-719-2018	435-719-2018	starpoint@etv.net

b. Buys & Associates, Inc. has conducted a Class III archeological survey. A copy of the report is attached and has also been submitted under separate cover to the appropriate agencies by Buys & Associates, Inc.

c. Alden Hamblin has conducted a paleontological survey. A copy of the report is attached and has also been submitted under separate cover to the appropriate agencies by Alden Hamblin.

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

FORM 9

SUNDRY NOTICES AND REPORTS ON WELLS

Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.

5. LEASE DESIGNATION AND SERIAL NUMBER:	Patented
6. IF INDIAN, ALLOTTEE OR TRIBE NAME:	N/A
7. UNIT or CA AGREEMENT NAME:	Big Pack Unit
1. TYPE OF WELL: OIL WELL ☐ GAS WELL ☑ OTHER	8. WELL NAME and NUMBER: BPU 6-13H
2. NAME OF OPERATOR: XTO Energy, Inc.	9. API NUMBER: 4304739998
3. ADDRESS OF OPERATOR: P.O. Box 1360 CITY Roosevelt STATE UT ZIP 84066	PHONE NUMBER: (435) 722-4521
	10. FIELD AND POOL, OR WILDCAT: undesignated

4. LOCATION OF WELL

FOOTAGES AT SURFACE: 2,059' FNL & 1,979' FWL, COUNTY: Uintah

QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: SENW 13 11S 20E S STATE: UTAH

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
☐ NOTICE OF INTENT (Submit in Duplicate)	☐ ACIDIZE	☐ DEEPEN	☐ REPERFORATE CURRENT FORMATION
Approximate date work will start: _____	☐ ALTER CASING	☐ FRACTURE TREAT	☐ SIDETRACK TO REPAIR WELL
	☐ CASING REPAIR	☐ NEW CONSTRUCTION	☐ TEMPORARILY ABANDON
	☐ CHANGE TO PREVIOUS PLANS	☐ OPERATOR CHANGE	☐ TUBING REPAIR
	☐ CHANGE TUBING	☐ PLUG AND ABANDON	☐ VENT OR FLARE
☑ SUBSEQUENT REPORT (Submit Original Form Only)	☐ CHANGE WELL NAME	☐ PLUG BACK	☐ WATER DISPOSAL
Date of work completion:	☐ CHANGE WELL STATUS	☐ PRODUCTION (START/RESUME)	☐ WATER SHUT-OFF
	☐ COMMINGLE PRODUCING FORMATIONS	☐ RECLAMATION OF WELL SITE	☑ OTHER: Updated Road and Pipeline Route
_____	☐ CONVERT WELL TYPE	☐ RECOMPLETE - DIFFERENT FORMATION	

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.

XTO Energy, Inc. respectfully submits the attached updated Exhibit 'A' and Exhibit 'B' and the attached updated surface use plan previously submitted within the approved APD package. The updated pages replace those previously submitted and reflect a well pad that has been rotated 180 degrees and an updated road and pipeline route preferred by the landowner and XTO Energy, Inc.. The APD is presently approved but no surface disturbance has occurred. The following updated pages correctly reflect the updated pad layout and road and pipeline route and should replace those pages previously submitted and approved.

Accepted by the
Utah Division of
Oil, Gas and Mining
FOR RECORD ONLY

NAME (PLEASE PRINT) Don Hamilton TITLE Agent for XTO Energy, Inc.

SIGNATURE Don Hamilton DATE 9/3/2008

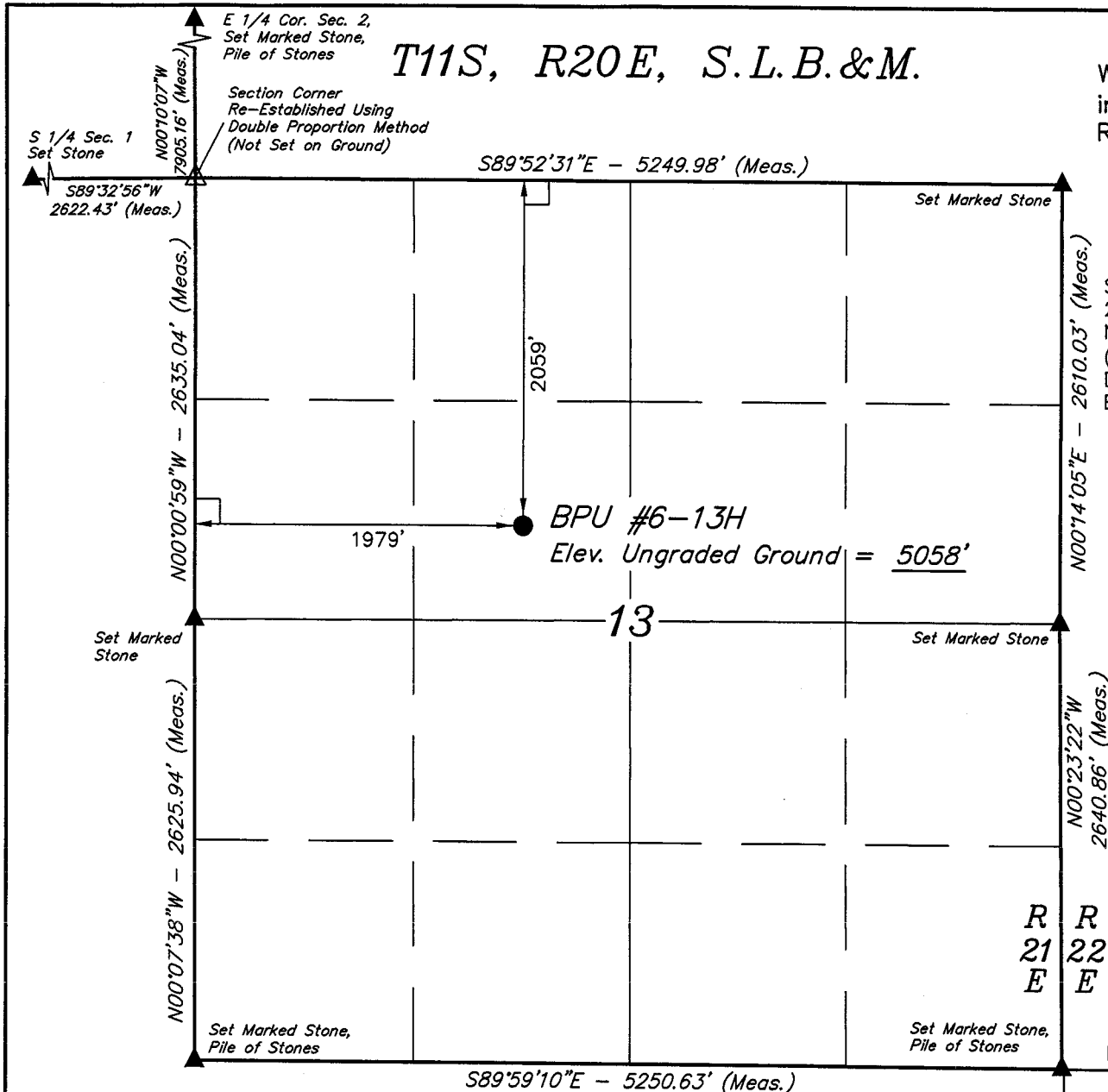
(This space for State use only)

RECEIVED
SEP 08 2008
DIV. OF OIL, GAS & MINING

(5/2000) (See Instructions on Reverse Side)

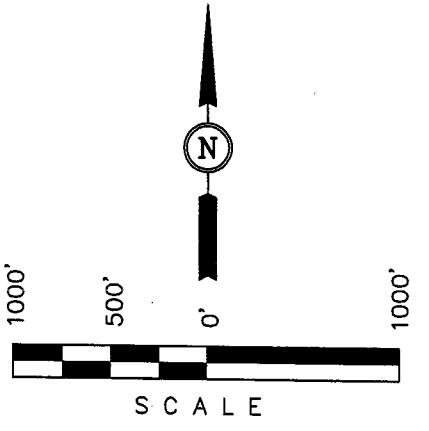
XTO ENERGY, INC.

Well location, BPU #6-13H, located as shown in the SE 1/4 NW 1/4 of Section 13, T11S, R20E, S.L.B.&M., Uintah County, Utah.



BASIS OF ELEVATION

SPOT ELEVATION AT THE SOUTHWEST CORNER OF SECTION 20, T10S, R20E, S.L.B.&M. TAKEN FROM THE BIG PACK MTN. NW QUADRANGLE, UTAH, UINTAH COUNTY, 7.5 MINUTE QUAD. (TOPOGRAPHIC MAP)PUBLISHED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, GEOLOGICAL SURVEY. SAID ELEVATION IS MARKED AS BEING 5251 FEET.



CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR
No. 161319
ROBERT L. KAY
REGISTERED LAND SURVEYOR
REGISTRATION NO. 161319
STATE OF UTAH
STATE OF UTAH

Revised 3-25-08 D.P.

LEGEND:

- └ = 90° SYMBOL
- ● = PROPOSED WELL HEAD.
- ▲ = SECTION CORNERS LOCATED.
- △ = SECTION CORNERS RE-ESTABLISHED. BY DOUBLE PROPORTION METHOD. (Not Set On Ground)

BASIS OF BEARINGS

BASIS OF BEARINGS IS A G.P.S. OBSERVATION.

(NAD 83)
LATITUDE = 39°51'43.24" (39.862011)
LONGITUDE = 109°37'48.10" (109.630028)
(NAD 27)
LATITUDE = 39°51'43.36" (39.862044)
LONGITUDE = 109°37'45.62" (109.629339)

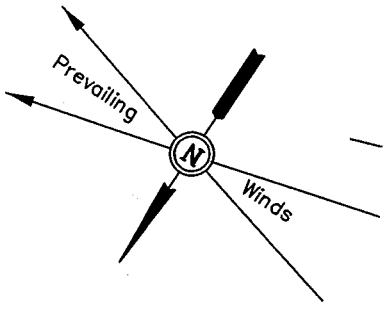
UINTAH ENGINEERING & LAND SURVEYING
85 SOUTH 200 EAST - VERNAL, UTAH 84078
(435) 789-1017

SCALE	DATE SURVEYED:	DATE DRAWN:
1" = 1000'	04-25-07	5-02-07
PARTY: B.B. T.Y. C.H.	REFERENCES: G.L.O. PLAT	
WEATHER: WARM	FILE: XTO ENERGY, INC.	

XTO ENERGY, INC.

LOCATION LAYOUT FOR

BPU #6-13H
SECTION 13, T11S, R20E, S.L.B.&M.
2059' FNL 1979' FWL



Proposed Access Road
CONSTRUCT DIVERSION DITCH

SCALE: 1" = 50'
DATE: 07-08-08
Drawn By: S.L.

Approx. Top of Cut Slope

NOTE:
Flare Pit is to be located a min. of 100' from the Well Head.

7 C-1.5' El. 59.5'
Topsoil Stockpile
9 C-1.7' El. 59.7'
8 C-1.5' El. 59.5'
Sta. 3+55
65'
DATA
175'
160'
Pit Topsoil
FLARE PIT
El. 58.1' C-0.1'
El. 58.1' C-10.1' (btm. pit)
El. 58.2' C-0.2'
CATWALK
PIPE RACKS
6
D
27'
C-0.1' El. 58.1'
C
100'
15'
44'
135'
Sta. 1+80
TRAILER
1 C-0.3' El. 58.3'
Total Pit Capacity W/2' of Freeboard = 13,260 Bbls. ±
Total Pit Volume = 3,620 Cu. Yds.
Slope = 1-1/2:1
5
El. 58.1' C-0.1'
SUBSTRUCTURE
SUBSTRUCTURE
KOOMEY & DOGHOUSE
H2O (480 BBLS)
TRAILER
TOILET
10' WIDE BENCH / DIKE
Reserve Pit Backfill & Spoils Stockpile
140'
MUD PIT
CAT-399
CAT-399
L.P. HOUSE
DIESEL
DATA
RESERVE PITS (10' Deep)
BOILER
Existing Drainage
STORAGE TANK
Sta. 0+70
B
El. 57.3' C-9.3' (btm. pit)
20' WIDE BENCH / DIKE
A
F-0.9' El. 57.1'
180'
55'
Round Corner as Needed
3 F-1.1' El. 56.9'
Sta. 0+00
4 F-1.1' El. 56.9'
Approx. Toe of Fill Slope
2 C-0.2' El. 58.2'

REGISTERED LAND SURVEYOR
No. 161319
ROBERT L. KAY
STATE OF UTAH

Elev. Ungraded Ground at Location Stake = 5058.1'
Elev. Graded Ground at Location Stake = 5058.0'

UINTAH ENGINEERING & LAND SURVEYING
85 So. 200 East * Vernal, Utah 84078 * (435) 789-1017

XTO ENERGY, INC.

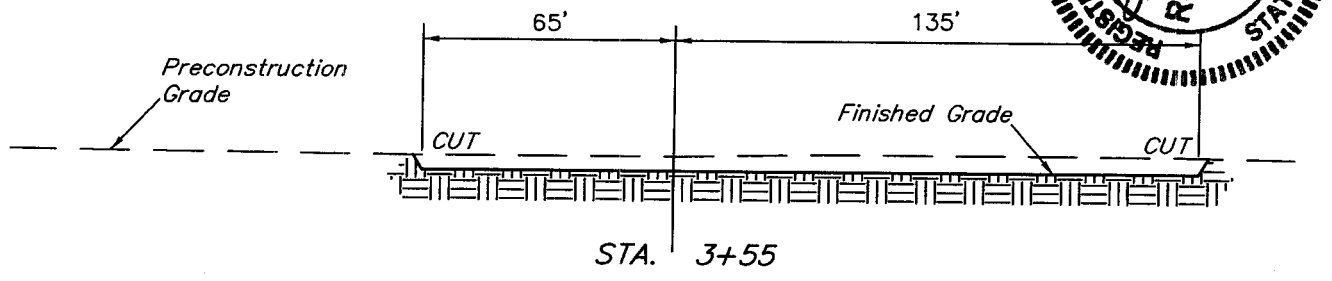
TYPICAL CROSS SECTIONS FOR

BPU #6-13H
SECTION 13, T11S, R20E, S.L.B.&M.
2059' FNL 1979' FWL

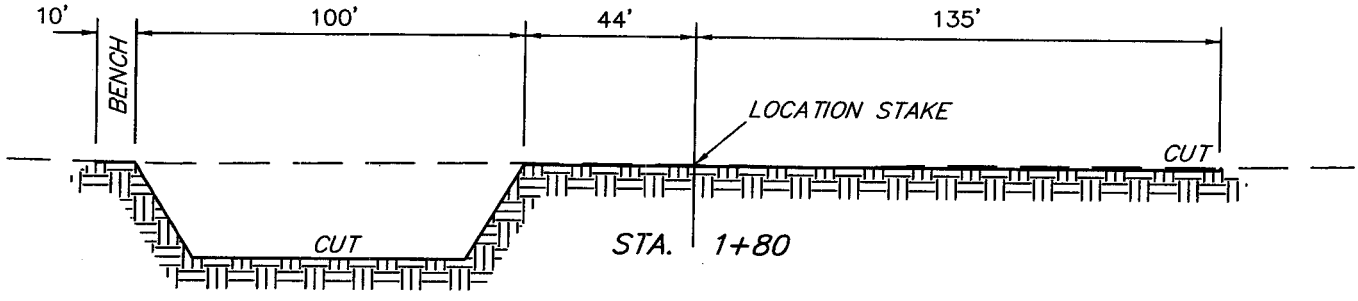
1" = 20'
X-Section Scale
1" = 50'

DATE: 07-08-08
Drawn By: S.L.

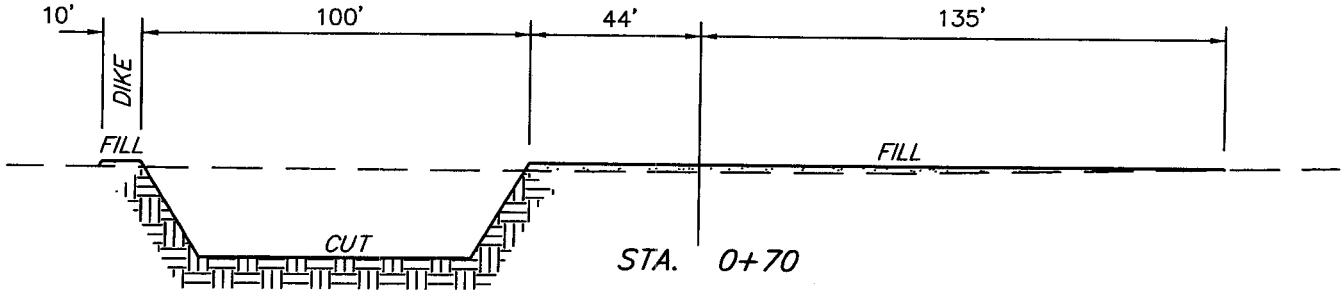
REGISTERED LAND SURVEYOR
No. 189319
ROBERT L. KAY
STATE OF UTAH



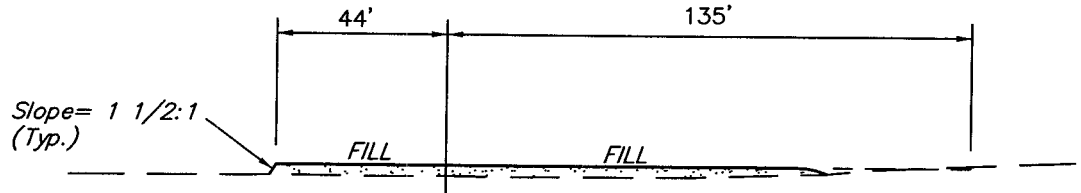
STA. 3+55



STA. 1+80



STA. 0+70



STA. 0+00

NOTE:
Topsoil should not be Stripped Below Finished Grade on Substructure Area.

APPROXIMATE YARDAGES

CUT

(6") Topsoil Stripping	=	1,660 Cu. Yds.
Remaining Location	=	3,790 Cu. Yds.
TOTAL CUT	=	5,450 CU.YDS.
FILL	=	1,410 CU.YDS.

* NOTE:
FILL QUANTITY INCLUDES 5% FOR COMPACTION

EXCESS MATERIAL	=	4,040 Cu. Yds.
Topsoil & Pit Backfill (1/2 Pit Vol.)	=	3,470 Cu. Yds.
EXCESS UNBALANCE (After Interim Rehabilitation)	=	570 Cu. Yds.

UINTAH ENGINEERING & LAND SURVEYING
85 So. 200 East * Vernal, Utah 84078 * (435) 789-1017

XTO ENERGY, INC.

BPU #6-13H

LOCATED IN UINTAH COUNTY, UTAH
SECTION 13, T11S, R20E, S.L.B.&M.

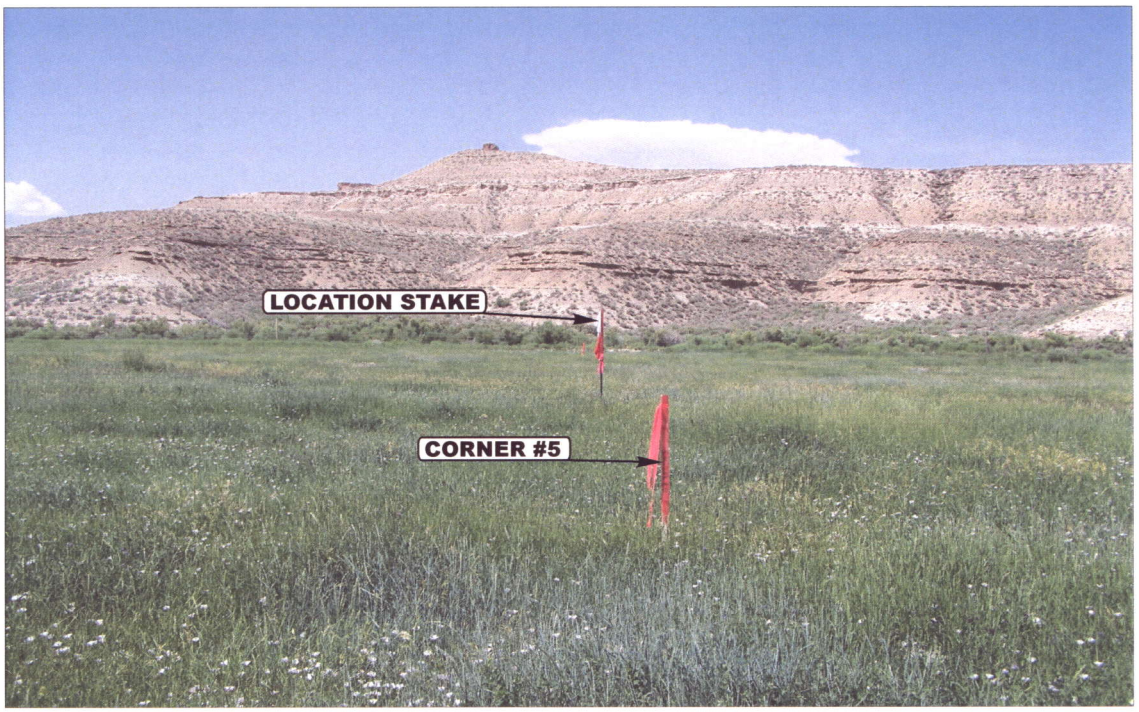
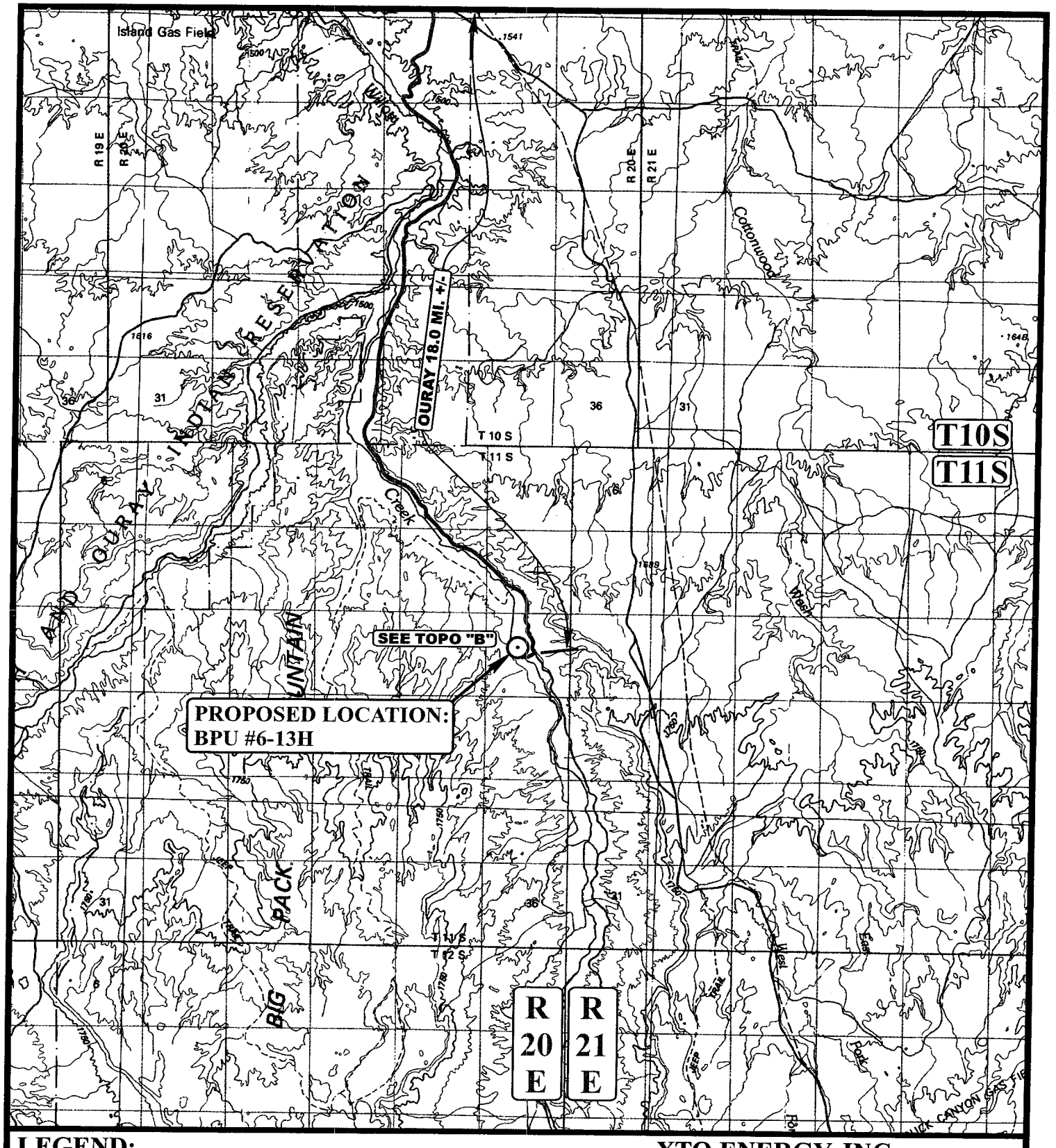


PHOTO: VIEW FROM CORNER #5 TO LOCATION STAKE **CAMERA ANGLE: SOUTHWESTERLY**

PHOTO: VIEW FROM BEGINNING OF PROPOSED ACCESS **CAMERA ANGLE: SOUTHWESTERLY**

- Since 1964 -
Uintah Engineering & Land Surveying
85 South 200 East Vernal, Utah 84078
(435) 789-1017 * FAX (435) 789-1813

LOCATION PHOTOS	04 MONTH	30 DAY	07 YEAR	PHOTO
TAKEN BY: B.B.	DRAWN BY: C.P.	REV: 08-22-08 J.J.		



LEGEND:

⊙ PROPOSED LOCATION

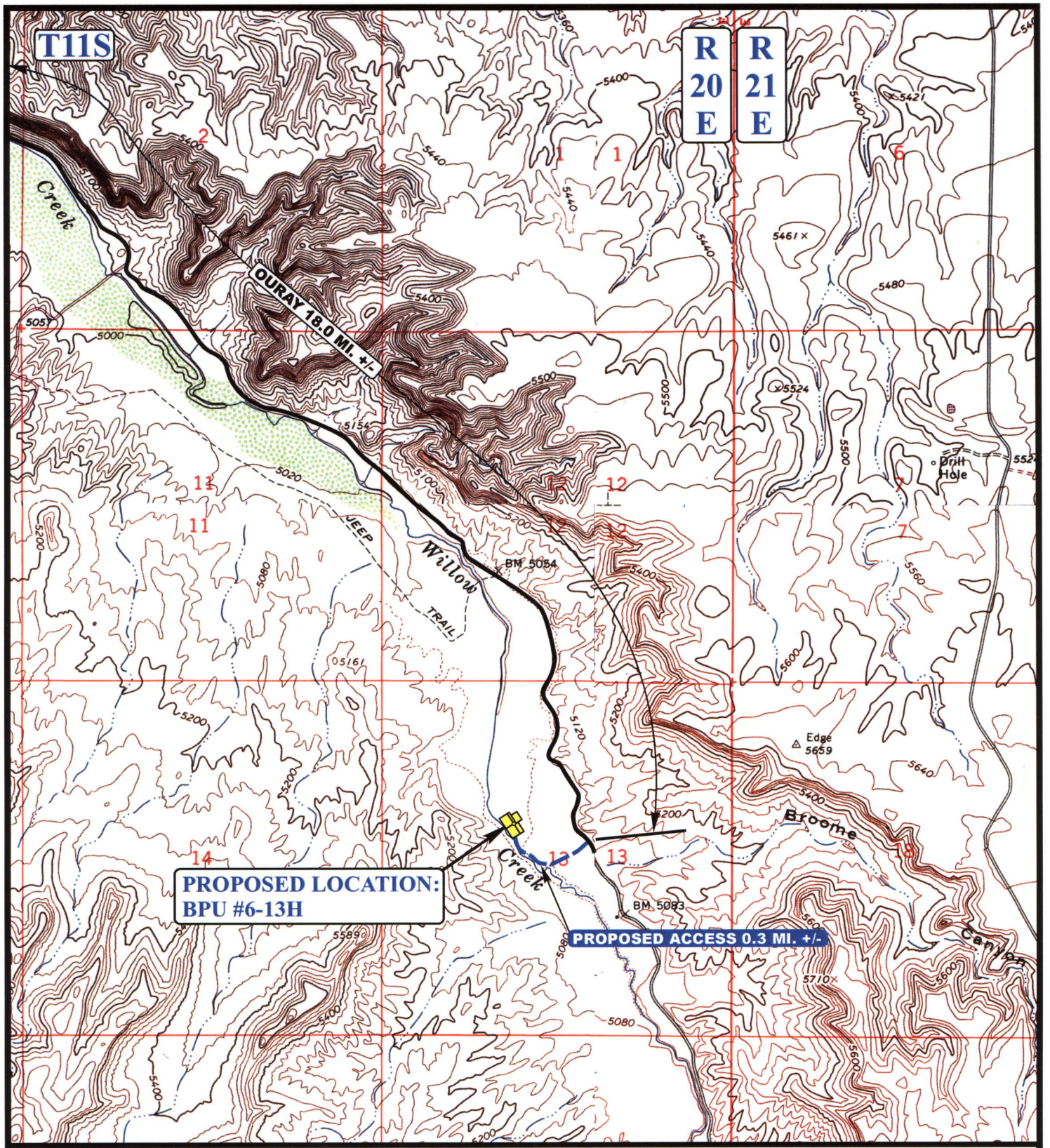
N

XTO ENERGY, INC.

BPU #6-13H
SECTION 13, T11S, R20E, S.L.B.&M.
2059' FNL 1979' FWL

Uintah Engineering & Land Surveying
85 South 200 East Vernal, Utah 84078
(435) 789-1017 * FAX (435) 789-1813

TOPOGRAPHIC MAP	04 MONTH	30 DAY	07 YEAR
SCALE: 1:100,000	DRAWN BY: C.P.	REV: 08-22-08 J.J.	A TOPO



LEGEND:

EXISTING ROAD

PROPOSED ACCESS ROAD

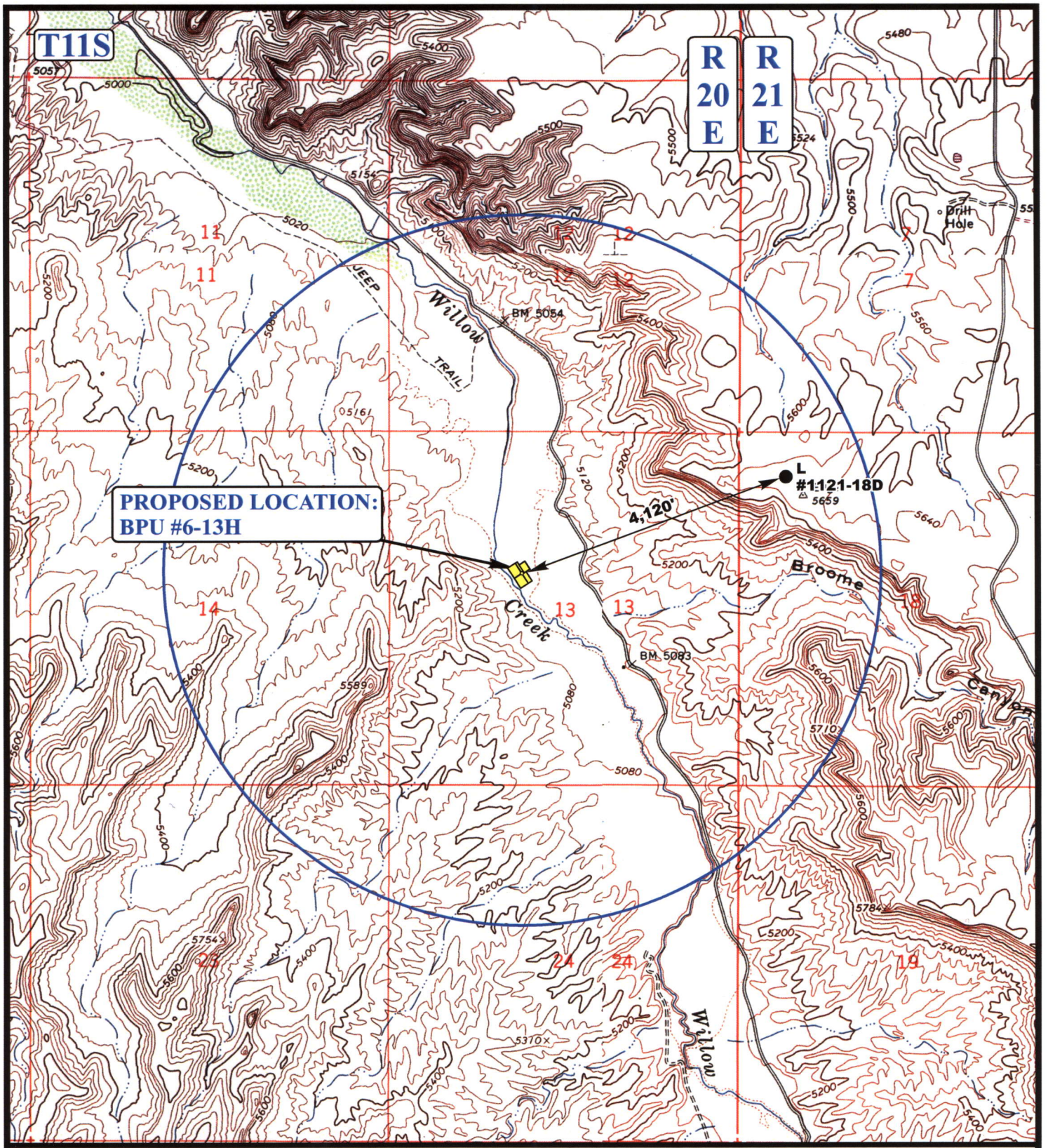
N

XTO ENERGY, INC.

BPU #6-13H
SECTION 13, T11S, R20E, S.L.B.&M.
2059' FNL 1979' FWL

Uintah Engineering & Land Surveying
85 South 200 East Vernal, Utah 84078
(435) 789-1017 * FAX (435) 789-1813

TOPOGRAPHIC MAP	04 MONTH	30 DAY	07 YEAR
SCALE: 1" = 2000'	DRAWN BY: C.P.	REV: 08-22-08 J.J.	B TOPO



LEGEND:

- DISPOSAL WELLS
- WATER WELLS
- PRODUCING WELLS
- ABANDONED WELLS
- SHUT IN WELLS
- TEMPORARILY ABANDONED

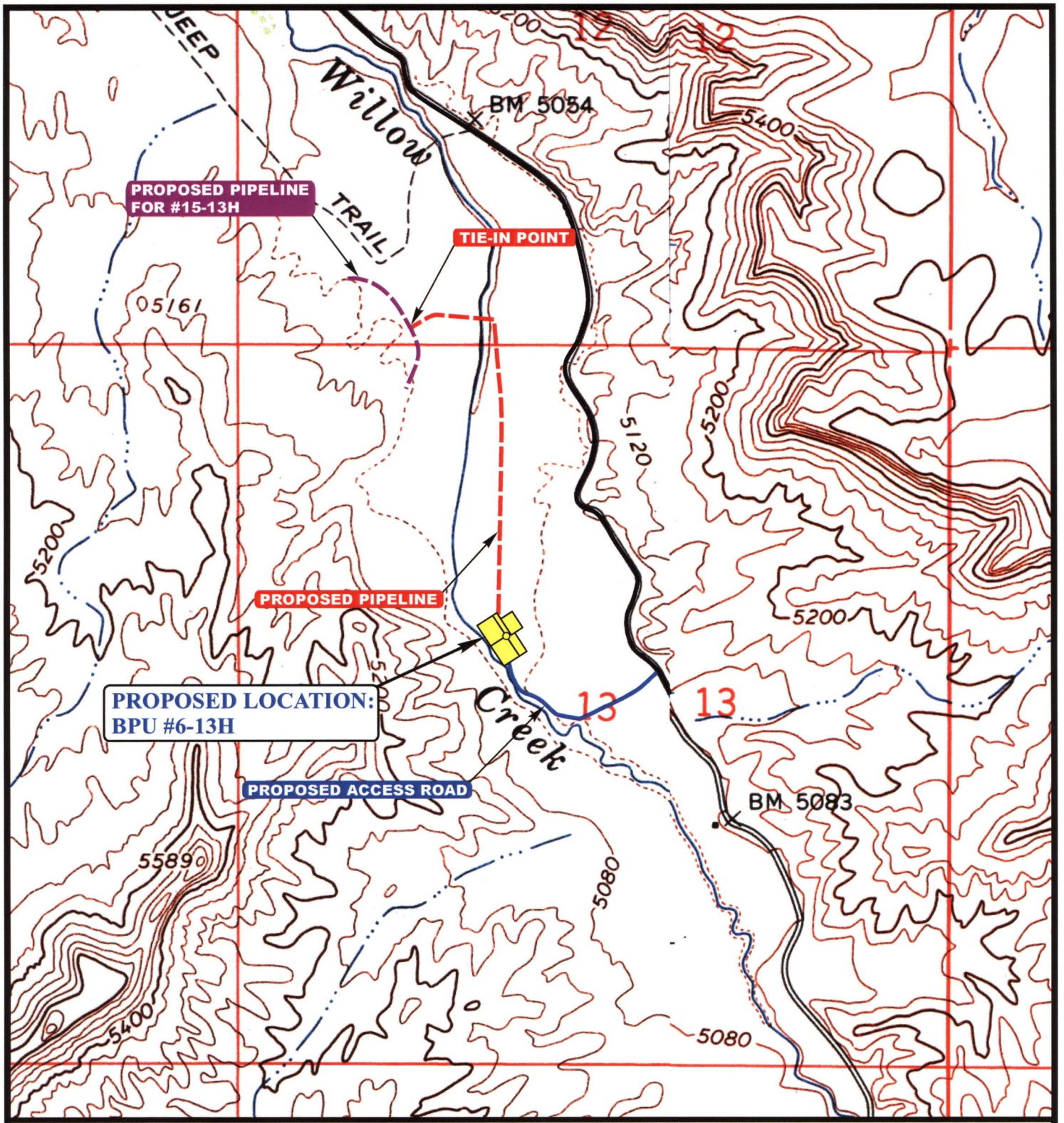
N

XTO ENERGY, INC.

BPU #6-13H
SECTION 13, T11S, R20E, S.L.B.&M.
2059' FNL 1979' FWL

Uintah Engineering & Land Surveying
85 South 200 East Vernal, Utah 84078
(435) 789-1017 * FAX (435) 789-1813

TOPOGRAPHIC MAP	04 MONTH	30 DAY	07 YEAR	C TOPO
SCALE: 1" = 2000'	DRAWN BY: C.P.	REV: 08-22-08 J.J.		



APPROXIMATE TOTAL PIPELINE DISTANCE = 2,853' +/-

LEGEND:

- PROPOSED ACCESS ROAD
- EXISTING PIPELINE
- PROPOSED PIPELINE
- PROPOSED PIPELINE (SERVICING OTHER WELLS)

N

XTO ENERGY, INC.

BPU #6-13H
SECTION 13, T11S, R20E, S.L.B.&M.
2059' FNL 1979' FWL

Uintah Engineering & Land Surveying
85 South 200 East Vernal, Utah 84078
(435) 789-1017 * FAX (435) 789-1813

TOPOGRAPHIC MAP	04 MONTH	30 DAY	07 YEAR	D TOPO
SCALE: 1" = 1000'	DRAWN BY: C.P.	REV: 08-22-08 J.J.		

XTO ENERGY, INC.

BPU #6-13H

SECTION 13, T11S, R20E, S.L.B.&M.

PROCEED IN A WESTERLY DIRECTION FROM VERNAL, UTAH ALONG U.S. HIGHWAY 40 APPROXIMATELY 14.0 MILES TO THE JUNCTION OF STATE HIGHWAY 88; EXIT LEFT AND PROCEED IN A SOUTHERLY DIRECTION APPROXIMATELY 17.0 MILES TO OURAY, UTAH; PROCEED IN A SOUTHERLY, THEN SOUTHEASTERLY DIRECTION APPROXIMATELY 9.1 MILES ON THE SEEP RIDGE ROAD TO THE JUNCTION OF THIS ROAD AND AN EXISTING ROAD TO THE SOUTH; TURN RIGHT AND PROCEED IN A SOUTHERLY DIRECTION APPROXIMATELY 8.9 MILES TO THE BEGINNING OF THE PROPOSED ACCESS TO THE SOUTHWEST; FOLLOW ROAD FLAGS IN A SOUTHWESTERLY, THEN NORTHWESTERLY DIRECTION APPROXIMATELY 0.3 MILES TO THE PROPOSED LOCATION.

TOTAL DISTANCE FROM VERNAL, UTAH TO THE PROPOSED WELL LOCATION IS APPROXIMATELY 49.3 MILES.

SURFACE USE PLAN

Name of Operator:	XTO Energy, Inc.
Address:	P.O. Box 1360; 978 North Crescent Roosevelt, Utah 84066
Well Location:	BPU 6-13H 2,059' FNL & 1,979' FWL, SE/4 NW/4, Section 13, T11S, R20E, SLB&M, Uintah County, Utah

The surface owner or surface owner representative and dirt contractor will be provided with an approved copy of the surface use plan of operations and approved conditions of approval before initiating construction.

The onsite inspection for the referenced well is pending at this time.

1. Location of Existing Roads:

   a. The proposed well site is located approximately 15.85 miles south of Ouray, Utah.

   b. Directions to the proposed well site have been attached at the end of Exhibit B.

   c. The use of roads under State and County Road Department maintenance are necessary to access the Big Pack Unit area. However, no upgrades to the State or County Road system are proposed at this time.

   d. A Uintah County Road department encroachment will be needed prior to constructing the new approach from the Uintah County maintained Willow Creek Road.

   e. All existing roads will be maintained and kept in good repair during all phases of operation.

   e. Vehicle operators will obey posted speed restrictions and observe safe speeds commensurate with road and weather conditions.

   f. Since no improvements are anticipated to the State, County, Tribal or BLM access roads no topsoil striping will occur.

   g. A fee surface use agreement is presently in place and attached for the access road and utility corridor to the proposed wellsite.

2. Planned Access Roads:

a. From the existing Uintah County maintained Class B Willow Creek Road a new access is proposed trending west approximately 0.3 miles along new disturbance to the proposed well site. The access crosses no significant drainages but does cross existing irrigation ditches that will require culverts.

b. A road design plan is not anticipated at this time.

c. The proposed access road will consist of a 24' travel surface within a 30' disturbed area across entirely Alameda surface.

d. DOGM approval to construct and utilize the proposed access road is requested with this application.

e. A maximum grade of 10% will be maintained throughout the project.

f. No turnouts are proposed since adequate site distance exists in all directions.

g. No low-water crossings and two culverts are anticipated where the access road leaves the county road surface and crosses irrigation ditches. Adequate drainage structures will be incorporated into the road.

h. No surfacing material will come from federal or Indian lands.

i. No gates or cattle guards are anticipated at this time.

j. Surface disturbance and vehicular travel will be limited to the approved location access road.

k. The operator will be responsible for all maintenance of the access road including drainage structures.

3. Location of Existing Wells:

a. Exhibit B has a map reflecting these wells within a one mile radius of the proposed well.

4. Location of Existing and/or Proposed Production Facilities:

a. All permanent structures will be painted a flat, non-reflective Covert Green /Carlsbad Canyon to match the standard environmental colors. All facilities will be painted within six months of installation. Facilities required to comply with the Occupational Safety and Health Act (OSHA) may be excluded.

b. Site security guidelines identified in 43 CFR 3163.7-5 and Onshore Oil and Gas Order No. 3 will be adhered to.

c. A gas meter run will be constructed and located on lease within 500 feet of the wellhead. Meter runs will be housed and/or fenced. All gas production and measurement shall comply with the provisions of 43 CFR 3162. 7-3, Onshore Oil and Gas Order No. 5, and American Gas Association (AGA) Report No. 3.

d. A tank battery will be constructed on this lease, it will be surrounded by a dike of sufficient capacity to contain the storage capacity of the largest tank. All loading lines and valves will be placed inside the berm surrounding the tank battery. All liquid hydrocarbons production and measurement shall conform to the provisions of 43 CFR 3162.7-3 and Onshore Oil and Gas Order No. 4 and Onshore Oil and Gas Order No. 5

for natural gas production and measurement.

e. Any necessary pits will be properly fenced to prevent any wildlife and livestock entry.

f. All access roads will be maintained as necessary to prevent erosion and accommodate year-round traffic. The road will be maintained in a safe useable condition.

g. The site will require periodic maintenance to ensure that drainages are kept open and free of debris, ice, and snow, and that surfaces are properly treated to reduce erosion, fugitive dust, and impacts to adjacent areas.

h. A pipeline corridor containing a single steel gas pipeline is associated with this application and is being applied for at this time. The proposed pipeline corridor will leave the northeast side of the well site and traverse 2,853' north to the proposed BPU 15-13H pipeline corridor.

i. XTO Energy, Inc. also requests permission to upgrade the existing pipeline corridor to contain a single steel gas pipeline within the previously approved pipeline corridor and traverse between the BPU 15-13H and the LCU Trunk Line along the previously approved route.

j. The new and upgraded segments of the gas pipeline will be a 12" or less buried line within a 65' wide disturbed pipeline corridor.

k. The use of the proposed well site and access roads will facilitate the staging of the pipeline corridor construction.

l. XTO Energy, Inc. intends to bury the pipeline where possible and connect the pipeline together utilizing conventional welding technology.

5. Location and Type of Water Supply:

a. No water supply pipelines will be laid for this well.

b. No water well will be drilled for this well.

c. Drilling water for this will be hauled on the road(s) shown in Exhibit B.

d. Water will be hauled from one of the following sources:
   - Water Permit # 43-10991, Section 9, T8S, R20E;
   - Water Permit #43-2189, Section 33, T8S, R20E;
   - Water Permit #49-2158, Section 33, T8S, R20E;
   - Water Permit #49-2262, Section 33, T8S, R20E;
   - Water Permit #49-1645, Section 5, T9S, R22E;
   - Water Permit #43-9077, Section 32, T6S, R20E;
   - Tribal Resolution 06-183, Section 22, T10S, R20E;

6. Source of Construction Material:

a. The use of materials will conform to 43 CFR 3610.2-3.

b. No construction materials will be removed from Ute Tribal or BLM lands.

c. If any gravel is used, it will be obtained from a state approved gravel pit.

7. Methods of Handling Waste:

a. All wastes associated with this application will be contained and disposed of utilizing approved facilities.

b. Drill cuttings will be contained and buried on site.

c. The reserve pit will be located outboard of the location and along the northeast side of the pad.

d. The reserve pit will be constructed so as not to leak, break, or allow any discharge.

e. The reserve pit will be lined with 16 mil minimum thickness plastic nylon reinforced liner material. The liner will overlay a felt liner pad only if rock is encountered during excavation. The pit liner will overlap the pit walls and be covered with dirt and/or rocks to hold it in place. No trash, scrap pipe, etc., that could puncture the liner will be disposed of in the pit. Pit walls will be sloped no greater than 2:1. A minimum 2-foot freeboard will be maintained in the pit at all times during the drilling and completion operation.

f. The reserve pit has been located in cut material. Three sides of the reserve pit will be fenced before drilling starts. The fourth side will be fenced as soon as drilling is completed, and shall remain until the pit is dry. After the reserve pit has dried, all areas not needed for production will be rehabilitated.

g. No chemicals subject to reporting under SARA Title III (hazardous materials) in an amount greater than 10,000 pounds will be used, produced, stored, transported, or disposed of annually in association with the drilling, testing, or completion of the well. Furthermore, no extremely hazardous substances, as defined in 40 CFR 355, in threshold planning quantities, will be used, produced, stored, transported, or disposed of in association with the drilling, testing, or completion of the well.

h. Trash will be contained in a trash cage and hauled away to an approved disposal site as necessary but no later than at the completion of drilling operations. The contents of the trash container will be hauled off periodically to the approved Uintah County Landfill near Vernal, Utah.

i. Produced fluids from the well other than water will be produced into a test tank until such time as construction of production facilities is completed. Any spills of oil, gas, salt water or other produced fluids will be cleaned up and removed.

j. After initial clean-up, a 400 bbl tank will be installed to contain produced waste water. This water will be transported from the tank to an approved XTO Energy, Inc. disposal well for disposal.

k. Produced water from the production well will be disposed of at the RBU 13-11F or RBU 16-19F disposal wells in accordance with Onshore Order #7.

l. Any salts and/or chemicals, which are an integral part of the drilling system, will be disposed of in the same manner as the drilling fluid.

m. Sanitary facilities will be on site at all times during operations. Sewage will be placed in a portable chemical toilet and the toilet replaced periodically utilizing a licensed contractor to transport by truck the portable chemical toilet so that its contents can be delivered to the Vernal Wastewater Treatment Facility in accordance with state and county regulations.

8. Ancillary Facilities:

a. Garbage Containers and Portable Toilets are the only ancillary facilities proposed in this application.

b. No camps, airstrips or staging areas are proposed with this application.

9. Well Site Layout: (See Exhibit B)

a. The well will be properly identified in accordance with 43 CFR 3162.6.

b. Access to the well pad will be from the southeast.

c. The pad and road designs are consistent with DOGM specification

d. A pre-construction meeting with responsible company representative, contractors, and the landowner representative will be conducted at the project site prior to commencement of surface-disturbing activities. The pad and road will be construction-staked prior to this meeting.

e. The pad has been staked at its maximum size; however it will be constructed smaller if possible, depending upon rig availability. Should the layout change, this application will be amended and approved utilizing a sundry notice.

f. All surface disturbing activities, will be supervised by a qualified, responsible company representative who is aware of the terms and conditions of the APD and specifications in the approved plans.

g. All cut and fill slopes will be such that stability can be maintained for the life of the activity.

h. Diversion ditches will be constructed as shown around the well site to prevent surface waters form entering the well site area.

i. The site surface will be graded to drain away from the pit to avoid pit spillage during large storm events.

j. The stockpiled topsoil (first 6 inches or maximum available) will be stored in a windrow on the uphill side of the location to prevent any possible contamination. All topsoil will be stockpiled for reclamation in such a way as to prevent soil loss and contamination.

k. Pits will remain fenced until site cleanup.

l. The blooie line will be located at least 100 feet from the well head.

m. Water injection may be implemented if necessary to minimize the amount of fugitive dust.

10. Plans for Restoration of the Surface (Interim Reclamation and Final Reclamation):

a. Site reclamation for a producing well will be accomplished for portions of the site not required for the continued operation of the well.

b. Upon well completion, any hydrocarbons in the pit shall be removed in accordance with DOGM requirements. Once the reserve pit is dry, the plastic nylon reinforced liner shall be torn and perforated before backfilling of the reserve pit. The reserve pit and that portion of the location not needed for production facilities/operations will be re-contoured to the approximate natural contours.

c. Following Best Management Practices the interim reclamation will be completed within 90 days of completion of the well to reestablish vegetation, reduce dust and erosion and compliment the visual resources of the area.
    a. All equipment and debris will be removed from the area proposed for interim reclamation and the pit area will be backfilled and re-contoured.
    b. The area outside of the rig anchors and other disturbed areas not needed for the operation of the well will be re-contoured to blend with the surrounding area and reseeded as requested by the landowner.
    c. Reclaimed areas receiving incidental disturbance during the life of the producing well will be re-contoured and reseeded as soon as practical.

d. The Operator will control noxious weeds along access road use authorizations, pipeline route authorizations, well sites, or other applicable facilities by spraying or mechanical removal. A list of noxious weeds may be obtained from the BLM or the appropriate County Extension Office.

e. Prior to final abandonment of the site, all disturbed areas, including the access road, will be scarified and left with a rough surface. The site will then be seeded and/or planted as prescribed by the landowner.

11. Surface and Mineral Ownership:

a. Surface Ownership – Fee surface; owned by: Alameda Corp. 13.67%, O.S. Wyatt Jr. 86.33 James R. Eltzroth P.O. Box 270780, Corpus Christi TX, 78471. The landowner contact is George Jackson who can be reached at 435-828-4158.

b. Mineral Ownership – Fee ownership;

12. Other Information:

a. Operators Contact Information:

Title	Name	Office Phone	Mobile Phone	e-mail
Company Rep.	Ken Secrest	435-722-4521	435-828-1450	Ken_Secrest@xtoenergy.com
Agent	Don Hamilton	435-719-2018	435-719-2018	starpoint@etv.net

b. Buys & Associates, Inc. has conducted a Class III archeological survey. A copy of the report is attached and has also been submitted under separate cover to the appropriate agencies by Buys & Associates, Inc.

c. Alden Hamblin has conducted a paleontological survey. A copy of the report is attached and has also been submitted under separate cover to the appropriate agencies by Alden Hamblin.

Certification:

I hereby certify that I, or someone under my direct supervision, have inspected the drill site and access route proposed herein; that I am familiar with the conditions which currently exists; that I have full knowledge of state and Federal laws applicable to this operation; that the statements made in this APD package are, to the best of my knowledge, true and correct; and that the work associated with the operations proposed herein will be performed in conformity with this APD package and the terms and conditions under which it is approved. I also certify that I, or the company I represent, am responsible for the operations conducted under this application and that bond coverage is provided under XTO Energy, Inc's Fee bond104312-762.

Executed this 3rd day of September, 2008.

Don Hamilton

Don Hamilton -- Agent for XTO Energy, Inc.
2580 Creekview Road
Moab, Utah 84532

435-719-2018
starpoint@etv.net

API Well No: 43047399980000

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS, AND MINING

FORM 9

SUNDRY NOTICES AND REPORTS ON WELLS

Do not use this form for proposals to drill new wells, significantly deepen existing wells below current bottom-hole depth, reenter plugged wells, or to drill horizontal laterals. Use APPLICATION FOR PERMIT TO DRILL form for such proposals.

5.LEASE DESIGNATION AND SERIAL NUMBER: FEE

6. IF INDIAN, ALLOTTEE OR TRIBE NAME:

7.UNIT or CA AGREEMENT NAME:

1. TYPE OF WELL Gas Well

8. WELL NAME and NUMBER: BPU 6-13H

2. NAME OF OPERATOR: XTO ENERGY INC

9. API NUMBER: 43047399980000

3. ADDRESS OF OPERATOR: 382 Road 3100 , Aztec, NM, 87410

PHONE NUMBER: 505 333-3159 Ext

9. FIELD and POOL or WILDCAT: UNDESIGNATED

4. LOCATION OF WELL
FOOTAGES AT SURFACE: 2059 FNL 1979 FWL
QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN: Qtr/Qtr: SENW Section: 13 Township: 11.0S Range: 20.0E Meridian: S

COUNTY: UINTAH

STATE: UTAH

11. CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
✓ NOTICE OF INTENT Approximate date work will start: 8/5/2010	☐ ACIDIZE	☐ ALTER CASING	☐ CASING REPAIR
☐ SUBSEQUENT REPORT Date of Work Completion:	☐ CHANGE TO PREVIOUS PLANS	☐ CHANGE TUBING	☐ CHANGE WELL NAME
☐ SPUD REPORT Date of Spud:	☐ CHANGE WELL STATUS	☐ COMMINGLE PRODUCING FORMATIONS	☐ CONVERT WELL TYPE
☐ DRILLING REPORT Report Date:	☐ DEEPEN	☐ FRACTURE TREAT	☐ NEW CONSTRUCTION
	☐ OPERATOR CHANGE	☐ PLUG AND ABANDON	☐ PLUG BACK
	☐ PRODUCTION START OR RESUME	☐ RECLAMATION OF WELL SITE	☐ RECOMPLETE DIFFERENT FORMATION
	☐ REPERFORATE CURRENT FORMATION	☐ SIDETRACK TO REPAIR WELL	☐ TEMPORARY ABANDON
	☐ TUBING REPAIR	☐ VENT OR FLARE	☐ WATER DISPOSAL
	☐ WATER SHUTOFF	☐ SI TA STATUS EXTENSION	✓ APD EXTENSION
	☐ WILDCAT WELL DETERMINATION	☐ OTHER	OTHER:

12. DESCRIBE PROPOSED OR COMPLETED OPERATIONS. Clearly show all pertinent details including dates, depths, volumes, etc.

XTO hereby requests a one year State extension on the permit for the referenced well.

Approved by the Utah Division of Oil, Gas and Mining

Date: August 13, 2009

By:

NAME (PLEASE PRINT)	PHONE NUMBER	TITLE
Eden Fine	505 333-3664	Permitting Clerk
SIGNATURE N/A		**DATE** 8/11/2009

RECEIVED August 11, 2009

The Utah Division of Oil, Gas, and Mining

- State of Utah
- Department of Natural Resources

Electronic Permitting System - Sundry Notices

Request for Permit Extension Validation Well Number 43047399980000

API: 43047399980000
Well Name: BPU 6-13H
Location: 2059 FNL 1979 FWL QTR SENW SEC 13 TWNP 110S RNG 200E MER S
Company Permit Issued to: XTO ENERGY INC
Date Original Permit Issued: 8/5/2008

The undersigned as owner with legal rights to drill on the property as permitted above, hereby verifies that the information as submitted in the previously approved application to drill, remains valid and does not require revision. Following is a checklist of some items related to the application, which should be verified.

- **If located on private land, has the ownership changed, if so, has the surface agreement been updated?** ○ **Yes** ◉ **No**
- **Have any wells been drilled in the vicinity of the proposed well which would affect the spacing or siting requirements for this location?** ○ **Yes** ◉ **No**
- **Has there been any unit or other agreements put in place that could affect the permitting or operation of this proposed well?** ○ **Yes** ◉ **No**
- **Have there been any changes to the access route including ownership, or rightof- way, which could affect the proposed location?** ○ **Yes** ◉ **No**
- **Has the approved source of water for drilling changed?** ○ **Yes** ◉ **No**
- **Have there been any physical changes to the surface location or access route which will require a change in plans from what was discussed at the onsite evaluation?** ○ **Yes** ◉ **No**
- **Is bonding still in place, which covers this proposed well?** ◉ **Yes** ○ **No**

Approved by the Utah Division of Oil, Gas and Mining

Signature: Eden Fine **Date:** 8/11/2009
Title: Permitting Clerk **Representing:** XTO ENERGY INC

Date: August 13, 2009
By: Dustin Doucet

RECEIVED August 11, 2009

API Well No: 43047399980000

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS, AND MINING

FORM 9

5.LEASE DESIGNATION AND SERIAL NUMBER: FEE

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7.UNIT or CA AGREEMENT NAME:

1. TYPE OF WELL
Gas Well

8. WELL NAME and NUMBER:
BPU 6-13H

2. NAME OF OPERATOR:
XTO ENERGY INC

9. API NUMBER:
43047399980000

3. ADDRESS OF OPERATOR:
382 Road 3100 , Aztec, NM, 87410

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FOOTAGES AT SURFACE:
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QTR/QTR, SECTION, TOWNSHIP, RANGE, MERIDIAN:
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COUNTY:
UINTAH

STATE:
UTAH

11.
CHECK APPROPRIATE BOXES TO INDICATE NATURE OF NOTICE, REPORT, OR OTHER DATA

TYPE OF SUBMISSION	TYPE OF ACTION		
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	☐ WILDCAT WELL DETERMINATION	☐ OTHER	OTHER:

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Approved by the Utah Division of Oil, Gas and Mining

Date: August 09, 2010

By:

NAME (PLEASE PRINT)	PHONE NUMBER	TITLE
Eden Fine	505 333-3664	Permitting Clerk
SIGNATURE		**DATE**
N/A		8/9/2010

The Utah Division of Oil, Gas, and Mining

- State of Utah
- Department of Natural Resources

Electronic Permitting System - Sundry Notices

Request for Permit Extension Validation Well Number 43047399980000

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Approved by the Utah Division of Oil, Gas and Mining

Signature: Eden Fine **Date:** 8/9/2010
Title: Permitting Clerk **Representing:** XTO ENERGY INC

Date: August 09, 2010
By: Dustin Doucet

RECEIVED August 09, 2010

GARY R. HERBERT
Governor

GREG BELL
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

August 8, 2011

XTO Energy Inc.
382 Road 3100
Aztec, NM 87410

Re: APD Rescinded – BPU 6-13H, Sec. 13, T.11S, R. 20E
Uintah County, Utah API No. 43-047-39998

Ladies and Gentlemen:

The Application for Permit to Drill (APD) for the subject well was approved by the Division of Oil, Gas and Mining (Division) on August 5, 2008. On August 13, 2009 and August 9, 2010 the Division granted a one-year APD extension. No drilling activity at this location has been reported to the division. Therefore, approval to drill the well is hereby rescinded, effective August 8, 2011.

If any previously unreported operations have been performed on this well location, it is imperative that you notify the Division immediately.

Sincerely,

Diana Mason
Environmental Scientist

cc: Well File
Brad Hill, Technical Service Manager

1594 West North Temple, Suite 1210, PO Box 145801, Salt Lake City, UT 84114-5801
telephone (801) 538-5340 • facsimile (801) 359-3940 • TTY (801) 538-7458 • *www.ogm.utah.gov*

UTAH DNR OIL, GAS & MINING